

**CONTRACT DOCUMENTS
and
TECHNICAL SPECIFICATIONS**

for

**ROLAND PARK
OVERPASS REPAIRS**

JANUARY 2013



***City of
Norfolk***

Department of Public Works

**7th Floor, City Hall Building
Norfolk, Virginia 23510
(757) 664-4631**

SCITY OF NORFOLK
ROLAND PARK OVERPASS REPAIRS
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Posted: January 4, 2013

**INVITATION FOR BIDS
CITY OF NORFOLK - DEPARTMENT OF PUBLIC WORKS**

PROJECT: ROLAND PARK OVERPASS REPAIRS

Owner: City of Norfolk
Department of Public Works
Room 700, 7th floor, City Hall Building
810 Union Street, Norfolk, VA 23510
Contact: Christine Atkinson, P.E.
Tel: (757) 664-4603 / Fax: (757) 664-4647

A&E: Clark Nexsen
6160 Kempsville Circle
Norfolk, VA 23502
Contact: Chris Roberts
Tel: (757) 455-5800

Sealed bids are to be received in City of Norfolk Public Works Department, Attn: Contracts Office, Room 700, 7th floor, City Hall Building, 810 Union Street, Norfolk, VA 23510 until **2:00 p.m., Tuesday, February 12, 2013** for the above titled Project. **A Pre-Bid Conference will be held at 2:00 p.m., Tuesday, January 22, 2013 in the 7th Floor Conference Room, City Hall Building, 810 Union Street, Norfolk. The conference is non-mandatory but highly encouraged.**

The Work under this project consists of steel superstructure painting, bearing replacement, concrete substructure and deck soffit repairs, expansion joint resealing, concrete deck sealing, and access ramp widening.

Bidding Documents are available from the Department of Public Works, provided on a CD, upon non-refundable payment of **\$5.00 per set** in the form of a check made payable to Treasurer, City of Norfolk. Cash payments will not be accepted.

A copy of the Bidding Documents will be on file and open to inspection at The Builders and Contractors Exchange, Inc., Norfolk, VA (757-858-0680), The Builders and Contractors Exchange, Inc., Richmond, VA (804-353-8640), McGraw-Hill Construction-Dodge, Richmond, VA (804-343-2701), Reed Construction Data, Norcross, GA (800-467-2860), Valley Construction News, Richmond, VA (804-674-0397), and Hispanic Contractors Association-Carolinas, Columbia, SC (877-227-1680 ext. 8054).

A Bid Bond, certified check, or cashier's check made payable to the Treasurer, City of Norfolk, for 5% of total bid must accompany each bid. State Contractor registration class and number is required on the outside of the envelope. State Contractor registration class and number is required on the outside of the envelope.

The City reserves the right to cancel the bid opening or to reject any or all bids in whole or part, when it is in the best interest of the City. The right to waive informalities and to determine responsiveness of any bid and responsibility of all bidders is reserved to the City.

Withdrawal of bids will be in accordance with Section 33.1-42.1 of the Norfolk City Code and Section 11-54 of The Code of Virginia, 1950 (as amended).

John M. Keifer
Director

The Virginian Pilot – January 6, 2013

INSTRUCTIONS TO BIDDERS

1. AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

- (a) Bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission.
- (b) Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why⁶ the bidder or offeror is not required to be so authorized.

2. SUBMISSION OF BIDS

- (a) Make all bids on "Bid Form" and seal in opaque envelope. The name of project, the contractor's name, address, and Virginia Contractor Registration Class and Number shall be placed on the outside of the envelope.
- (b) If a contract is for \$120,000.00 or more, or if the total value of all such construction, removal, repair, or improvements undertaken by the bidder within any 12 month period is for \$750,000.00 or more, the bidder is required under Title 54, Chapter 11, Code of Virginia, 1950 (as amended), to show evidence of being licensed as a Class A Contractor. If a contract is \$7,500.00 or more, but less than \$120,000.00, or if the total value of all such construction, removal, repair or improvements undertaken by the bidder within any 12 month period is less than \$150,000, the bidder is required to show evidence of being licensed as a Class B Contractor. If a contract is \$1,000 or more, but less than \$7,500, or if the total value of all such construction, removal, repair or improvements undertaken by the bidder within any 12 month period is less than \$150,000, the bidder is required to show evidence of being licensed as a Class C Contractor. The bidder shall place on the bid above its signature its Virginia Contractor Registration Class and Number. If a contract is less than \$1,000.00, licensure is not required under Title 54, Chapter 11, Code of Virginia, 1950 (as amended).
- (c) If bids are submitted by mail, enclose the above noted envelope in a second sealed, opaque envelope and address to: **City of Norfolk, Department of Public Works, Attn: Contracts Office, Room 700, 7th floor, City Hall Building, 810 Union St., Norfolk, VA 23510.** Bids submitted by mail must be received at the above address before the time designated for bid opening.
- (d) Fully fill in all blanks in ink or typewritten, and state numbers in both writing and figures. Signatures shall be in longhand with name and title printed below. Bidders shall acknowledge all addenda in spaces provided on the bid form. For unit price contracts, in the event of a discrepancy between the Total Base Bid and the total of the extension of unit prices, the total extension of unit prices governs in determining the bid amount. For unit price contracts, in the event of a discrepancy between the extension of unit prices and the unit prices, the unit prices governs in determining the bid amount.
- (e) Interlineations, alterations, and irregularities of any kind may be cause for rejection of the bid. Erasures or any physical changes on the form shall be initialed by the Bidder.
- (f) Bidders may withdraw a bid after it has been submitted to the City any time prior to the stipulated time for opening such bids. Withdrawal of bids will be in accordance with Section 33.1-42.1 of the Norfolk City Code and Section 2.2-4330 of the Code of Virginia, 1950 (as amended).

3. EXAMINATION OF SITE

The bidder shall be responsible for having ascertained all pertinent local and existing conditions determinable by inspection and inquiry both on the site and adjacent thereto, including any other work being performed thereon,

and shall include in its bid all cost attendant upon problems arising from said conditions existing at the time of submission of its bid.

Reference is made to the Contract Documents for information relating to reports, explorations, underground facilities, and easements. On request, the owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. The Bidder must fill all holes, clean up, and restore the site to its former condition upon completion of such explorations, investigations, tests and studies, and hold the Owner harmless from any damage to property or injury to persons resulting from or arising out of such explorations, investigations, tests, and studies.

4. INQUIRIES, INTERPRETATION AND ADDENDA

Should a bidder find discrepancies in, or omissions from, the drawings or documents, or should it be in doubt as to their meaning, it should at once notify the Owner in writing. The Owner will welcome such inquiries and they will be given consideration. Every interpretation made by the Owner will be in the form of a printed addendum which will be on file in the office of the Owner. Addenda will be sent to each bidder, but it will be the bidder's responsibility to know of, examine and become familiar with all addenda issued. All addenda shall become a part of the Contract Documents. The Owner will not be responsible for any oral instruction.

The submission of a Bid will constitute incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Section, that without exception, the Bid is premised upon the agreement by the Bidder to perform the Work required by the Contract Documents, and applying specific means, methods, techniques, sequence or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that the Bidder has given Written Notice to the Owner of all conflicts, errors, ambiguities, and discrepancies that the Bidder has discovered in the Contract Documents and the written resolutions thereof by the Owner is acceptable to the Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions of performance and furnishing the Work.

5. BID GUARANTEE

Bids shall be accompanied by a bid guarantee of five percent (5%) of the amount of the total bid including all additive alternates, if any, and may be a certified check or cashier's check or a Bid Bond, made payable to: **Treasurer, City of Norfolk**. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw its bid during the period of sixty (60) days following the opening of bids; that if its bid is accepted, it will enter into a Contract with the Owner in accordance with a form of agreement acceptable to and approved by the Owner and that the required Performance and Payment Bonds will be given; and that in the event of the withdrawal of said bid within said period, or failure to enter into said contract and given said bonds within ten (10) days after it has received notice of acceptance of its bid, the bidder shall be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner on account of the default of the bidder in any particular thereof. The bid bonds and checks will be returned to the bidders after the Owner and the lowest, responsive, responsible bidder have executed a contract. If the required contract has not been executed within sixty (60) days after the date of the opening of the bids, then the bond or check of any bidder will be returned upon its request, provided it has not been notified of the acceptance of its bid prior to the date of such request.

6. PERFORMANCE AND PAYMENT BOND

The Contractor shall furnish a performance bond and a labor and material payment bond each in the amount of 100% of the contract price. Said bonds shall be delivered to the Owner (in duplicate) and shall be approved by the Owner prior to the execution of a construction contract between the Contractor and the Owner. Bonds shall be City of Norfolk standard form and shall be in accordance with Section 33.1-76 of the Norfolk City Code. All costs of

bonds shall be paid by the Contractor. A bond rider will be required should change orders increase the amount of the contract by \$100,000 or more.

7. NEGOTIATIONS WITH APPARENT LOW BIDDER

The City reserves the right to negotiate with the lowest, responsive, responsible bidder if the bid exceeds available funds. Negotiations may include reduction in bid price, modification and/or reduction in scope of the work, substitution of materials, or any other alterations to the work so that the low bid is reduced to within available funds including a reasonable fund balance for contingency funds to be available during the course of construction.

8. TIME OF COMPLETION

(a) Time is of the essence. All work shall be completed within **Two Hundred Seventy (270)** calendar days from the Notice to Proceed for Base Bid only; **Three Hundred Sixty (360)** calendar days from the Notice to Proceed for Base Bid + Add Alternate #1. Work shall commence within (10) ten days from date of Notice to Proceed.

(b) Work shall not commence until the Contractor has received a fully executed copy of the Contract which authorizes the Work and has also received a Notice to Proceed issued by the authorized City representative. Work commenced prior to receipt of both a fully executed copy of the Contract and a written Notice to Proceed from an authorized City official shall be deemed unauthorized and such work will progress solely at Contractor's risk.

9. NON-DISCRIMINATION CLAUSE

The Contractor agrees to comply, and to require all suppliers and subcontractors paid in whole or in part from funds made available under this contract to comply with Section 122(a)(1) of the State and Local Fiscal Assistance Act of 1972 (P. L. 92-512), as amended, to wit:

"No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a State government or unit of local government, which government or unit receives funds made available under Subtitle A (of Title I of the Act.)

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

Any prohibition against discrimination on the basis of religion, or any exemption from such prohibition, as provided in the Civil Rights Act of 1964 or Title VIII of the Act of April 11, 1968, hereafter referred to as the Civil Rights Act of 1968, shall also apply to any such program or activity."

Further, the Contractor agrees to comply with Section 33.1-53 of the Code of the City of Norfolk, Virginia 1979, as amended, regarding prohibited employment discrimination.

10. MINORITY BUSINESS CLAUSE

It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders (offerors) are asked, as part of their submission, to describe any planned use of such businesses in fulfilling this contract.

11. NON-COLLUSION AFFIDAVIT

(a) Every bidder, by submitting a bid, shall be deemed to covenant, with regard to said bid, as follows:

(1) that said bid was arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) that, unless otherwise required by law, the prices which have been quoted in the bid submitted have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

(3) that no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where the bidder shall have failed to comply with a(1), a(2), or a(3) above.

(b) Every bidder, in addition to making the above covenants (a)(1), (a)(2) and (a)(3) will be required to provide the City of Norfolk, with the bid submitted, the affidavit contained herein.

(c) Every bidder will be required to disclose, with the submitted bid, the following information:

(1) the correct mailing address of the bidder.

(2) if a corporation, the name and current mailing address of the President, the Secretary and the Treasurer of the corporation.

(3) if a partnership, proprietorship or other firm, the name and current mailing address of each partner, proprietor or member of said firm.

(4) whether or not the bidder is associated with; owns, in whole or in part; or is owned, in whole or in part, or is a subsidiary of, any other bidder.

(d) The fact that a bidder (1) has published price lists, rates or tariffs covering items included in the submitted bid; (2) has informed prospective customers of proposed or pending publication of new or revised price lists for such items; or (3) has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning of Subparagraph 9(a).

(e) Any bid submitted by a corporate bidder shall be deemed to have been authorized by the Board of Directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the execution of the affidavit required in (b) above as the acts and deeds of the corporation.

12. SUBSTANCE ABUSE AND DRUG-FREE WORK PLACE

The Contractor agrees to comply with Section 33.1-58 of the Code of the City of Norfolk, Virginia, 1996, as amended, regarding substance Abuse and Drug-Free Work Place Policy.

Bids to be opened: **2:00 p.m., Tuesday
February 12, 2013**
Work to be Completed by: **270 calendar days (Base Bid Only)
360 calendar days (Base Bid + Add Alternate)**
Liquidated Damages: **\$1,000 per day to Substantial Completion
\$200.00 per day to Final Completion**
Performance Bond: **100%**
Payment Bond: **100%**
Bid Bond: **5%**

BID FORM

To: City of Norfolk
Department of Public Works
810 Union Street, Room 700
Norfolk, Virginia 23510

A. LUMP SUM BID

In compliance with the Invitation for Bids and Instructions to Bidders, the General and Supplementary Conditions of the Contract, the contract drawings and specifications titled **ROLAND PARK OVERPASS REPAIRS** and all addenda issued to date, all of which are part of this bid, the undersigned hereby proposes to furnish all items, including materials, labor, and equipment called for by, and in strict accordance with Contract Documents for the sum of:

BASE BID

\$ _____
(Use words)
Dollars (\$ _____)

ADD ALTERNATE

1. Roland Park Overpass Bridge Ramp Improvements

\$ _____
(Use words)
Dollars (\$ _____)

TOTAL BID (BASE BID + ADD ALTERNATE):

\$ _____
(Use words)
Dollars (\$ _____)

Award will be based upon the lowest responsive and responsible TOTAL BID (Base Bid + Add Alternate) whether or not the City elects to utilize the Add Alternate.

B. **ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

We agree to enter into a contract with the City of Norfolk, Virginia within ten (10) days of the award of same to us for the price named in our bid.

It is expressly agreed by us that the City of Norfolk, Virginia shall have the right to reject any and all bids and to waive any informalities.

In default of the performance on our part of the conditions of bid, our failure to enter into a contract with the City of Norfolk, Virginia, within the time above set, we herewith furnish a certified check, cashier's check (or Bid Bond) in the amount of \$_____, which shall be forfeited as liquidated damages to the City of Norfolk, Virginia, but otherwise the said check or Bid Bond shall be returned.

We agree to begin work at any time after receipt of the Notice to Proceed from the Director of Public Works and complete all of the Work within **Two Hundred Seventy (270) calendar days for Base Bid Only; Three Hundred Sixty (360) calendar days for Base Bid + Add Alternate.**

C. Norfolk Businesses: It is the policy of the City to support Norfolk businesses and workforce development and it encourages companies with corporate offices in Norfolk and which employ Norfolk residents to compete for City contracts. Bidders are asked, as part of their submission, to advise of their Norfolk location and detail their employment of Norfolk residents.

D. Equal Opportunity Business Development: It is the policy of the City of Norfolk to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the City's procurement activities. Toward that end, the City encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders (offerors) are asked, as part of their submission, to describe any planned use of such businesses.

1. Is your firm a minority owned business? Yes ___ No ___ If yes, please check the appropriate category: ___ African American (male), ___ African American (female), ___ Caucasian (female), ___ Hispanic (male), ___ Hispanic (female), ___ Asian American (male), ___ Asian American (female), ___ American Indian (male), ___ American Indian (female), ___ Eskimo (male), ___ Eskimo (female), ___ Aleut (male), ___ Aleut (female), ___ Other (male), ___ Other (female).

2. Subcontracting Opportunities for Small, Women Owned, Minority Business Enterprises and Disabled Veterans. All prime contractors are requested to furnish the following information regarding participation of small, women owned, minority business enterprises and disabled veterans:

a. Proposed Name of your Subcontractor(s):

b. Proposed Minority Category of Subcontractor(s) - please check the appropriate category(ies):

<input type="checkbox"/> African American (male)	<input type="checkbox"/> African American (female)
<input type="checkbox"/> Hispanic (male)	<input type="checkbox"/> Hispanic (female)
<input type="checkbox"/> Asian American (male)	<input type="checkbox"/> Asian American (female)
<input type="checkbox"/> American Indian (male)	<input type="checkbox"/> American Indian (female)
<input type="checkbox"/> Eskimo (male)	<input type="checkbox"/> Eskimo (female)
<input type="checkbox"/> Aleut (male)	<input type="checkbox"/> Aleut (female)
<input type="checkbox"/> Other (male)	<input type="checkbox"/> Caucasian (female)
	<input type="checkbox"/> Other (female)

c. Proposed Amount of Subcontracts:

d. Proposed Description of commodity (i.e. masonry, hauling, insulation, etc.):

e. Proposed Description of Project:

f. Proposed Total value of awards to all subcontractors:

g. Proposed Total Number of minority subcontracts awarded:

h. If you do not propose the use of any subcontractors, please check here ____.

E. The undersigned has read all sections under "Instructions to Bidders."

F. **CONTRACTOR'S REGISTRATION AND SIGNATURE**

Registered Virginia Contractor Class and No. _____

City of Norfolk Business License No. _____

Contractor _____ Signed _____ (SEAL)

Date _____ Title _____

NOTE: If Bidder is a corporation, write state of incorporation under signature and if a partnership, give full names of all partners.

End of Page

AFFIDAVIT

City of Norfolk, Virginia project: **Roland Park Overpass Repairs**

Bid Date: _____

STATE OF VIRGINIA

(City/County)

This day personally appeared before the undersigned, a Notary Public in and for the City/County and State aforesaid, _____, who having been first duly sworn

(name of owner, partner, president)

according to law, did depose and aver as follows:

(a) That he is _____
(owner, partner, president, etc.)

of _____
(insert name of contractor)

(b) That he is personally familiar with the bid of _____
(insert name of contractor)
submitted in connection with the above captioned City of Norfolk project.

(c) That said bid was formulated and submitted in good faith as the true bid of said bidder.

(d) That said bid in no manner violates the Sherman Antitrust Act (15 U.S.C. '1 *et seq.*), The Virginia Antitrust Act (n59.1-9.1 through n59.1-9.17 Code of Virginia, (1950), as amended) or the Conspiracy to Rig Bids to Government Act (nn59.1-68.8, Code of Virginia (1950), as amended.

And further this deponent saith not.

Affiant

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____, 20____

Notary Public

MAILING ADDRESS, FAX AND TELEPHONE NUMBER OF BIDDER:

IF CORPORATION, PROVIDE NAME AND MAILING ADDRESS AS REQUIRED BELOW

PRESIDENT

SECRETARY

TREASURER

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IF PARTNERSHIP, PROPRIETORSHIP, OR OTHER FIRM, PROVIDE NAME AND MAILING ADDRESS OF EACH PARTNER, PROPRIETOR, OR MEMBER OF FIRM.

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COMPLIANCE WITH STATE LAW

AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH

I. **CERTIFICATION**

- A. The Bidder/Vendor (Please fill in with your enterprise's complete name)

certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to Bidder/Vender by the State Corporation Commission: _____

- B. Bidder/Vendor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

Bidder/Vendor: _____

Signed: _____

Title: _____

Date: _____

II. **INSTRUCTIONS**

- a. The Bidder/Vendor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Bidder's/Vendor's responsibility. Failure of the Bidder/Vendor to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the Bidder/Vendor non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Bidder/Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder/Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

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SCHEDULE OF UNIT PRICES
ROLAND PARK OVERPASS REPAIRS
OWNER: CITY of NORFOLK, VIRGINIA

The unit prices have been computed in accordance with Paragraph 7.3.3.2 of the General Conditions of the Contract. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. The prices quoted shall include, without exception, all materials, labor, equipment, appliances, clean-up, applicable sales, use and other taxes, building permits or fees, and the Contractor's labor, overhead, profit, mobilization and other mark-ups, and in full accordance with the Specifications. Include allowance for waste where appropriate. The unit prices shall be maintained throughout the contract period. Unit prices shall be used in determining additions or deductions from the TOTAL CONTRACT AWARD amount in the event of changes in the work.

Item #	Description	Unit	Qty	Price	Extension
1	Mobilization / Demobilization	LS	1		
2	Shotcrete Class A (Soffit of Deck and Piers)	SF	1,665		
3	Rapid Cure Silicone Joint Sealant	LF	563		
4	Bearing Replacement	EA	48		
5	Jacking and Blocking	EA	48		
6	Repair/Replace Bearing Stiffener	EA	15		
7	Clean and Replace Expansion Joint Seal	LF	245		
8	Concrete Surface Penetrant Sealer	SY	3,002		
9	Recoat Existing Structure (Type B)	LS	1		
10	Temporary Safety Fence	LF	200		
11	Environmental Protection and Health and Safety (Type B)	LS	1		
12	Disposal of Material (Type B)	LS	1		
13	Maintenance of Traffic	LS	1		
	TOTAL BASE BID				

	ADD ALTERNATE #1				
	EARTHWORK and PAVING				
1	Mobilization / Demobilization	LS	1		
2	Construction Surveying	LS	1		
3	Plain Hydraulic Cement Concrete Pavement (10")	SY	361		
4	Aggregate Material (21B)	TON	40		
5	Curb (Norfolk HS-201)	LF	577		

Attachment A-1

Item #	Description	Unit	Qty	Price	Extension
6	Guardrail (VDOT Std. GR-2)	LF	305		
7	Guardrail terminal (VDOT Std. GR-9)	EA	2		
8	Hydraulic Cement Concrete Sidewalk (4")	SY	227		
9	Regular Excavation	CY	100		
10	Undercut Excavation	CY	10		
11	Select Material (min. CBR 15)	CY	45		
12	Topsoil (Class A 2")	CY	16		
13	Regular Seed	LB	18		
14	Fertilizer (Ratio)	TON	0.01		
15	Lime	TON	0.12		
	SUBTOTAL EARTHWORK and PAVING				

	DRAINAGE				
16	Drop Inlet (Std. DI-3B, L=10')	EA	1		
17	Drop Inlet (Std. DI-3B, L=12')	EA	1		
18	Manhole (Std. MH-1)	LF	4		
19	Frame and Cover (Std. MH-1)	EA	1		
20	Select Material (min. CBR 20)	CY	32		
21	Aggregate Material (21A)	TON	2		
22	Pipe (15" RCP)	LF	53		
	SUBTOTAL DRAINAGE				

	EROSION & SEDIMENT CONTROL				
23	Temporary Silt Fence	LF	459		
24	Aggregate Material (VDOT #1)	TON	59		
25	Drop inlet silt trap (Frame and Grate)	EA	3		
26	Drop inlet silt trap (Block and Gravel)	EA	5		
27	Soil Stabilization Mat (VDOT EC-3, Type C)	SY	188		
28	Tree Protection	LF	196		
	SUBTOTAL EROSION and SEDIMENT CONTROL				

Attachment A-2

	DEMOLITION				
29	Saw-cut hydraulic cement concrete pavement (8")	LF	659		
30	Saw cut hydraulic cement concrete items (4")	LF	35		
31	Demolition of Pavement (Rigid)	SY	119		
32	Remove Curb	LF	613		
33	Remove Guardrail	LF	447		
34	Remove Sidewalk	SY	270		
35	Remove Storm Structure	EA	2		
36	Remove Storm Pipe	LF	97		
37	Remove Tree	EA	1		
	SUBTOTAL DEMOLITION				

	MAINTENANCE OF TRAFFIC				
38	Group 2 Channelizing Device	DAYS	2,400		
39	Construction Signs	SF	412		
40	Type III Barricade (8' width)	EA	2		
41	Portable Changeable Message Sign	HR	2,880		
	SUBTOTAL MAINTENANCE OF TRAFFIC				
	TOTAL ADD ALTERNATE #1				
	TOTAL BID (BASE BID + ADD ALTERNATE #1)				

Contractor's Signature and Date

THE CITY OF NORFOLK, VIRGINIA

OFFICE OF THE CITY MANAGER

CONTRACT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____ in the year **2013**, is between the **City of Norfolk, Virginia**, acting by and through the City Manager, hereinafter styled the **City**, and

party of the second part, hereinafter styled the **Contractor**.

WITNESSETH, That whereas the City has awarded to the Contractor, in accordance with his bid of _____, **2013** a contract for **CITYWIDE SAFETY IMPROVEMENT PROJECT - HSIP – GROUP 2** as described in specifications and drawings prepared therefor by **Parsons Brinckerhoff, 6161 Kempsville Circle, Suite 110, Norfolk, Virginia 23502** hereinafter styled the Engineer, or the City of Norfolk and on file in the office of the Director of Public Works of the City of Norfolk, Virginia.

ARTICLE 1 - THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 - DATE OF COMMENCEMENT AND COMPLETION TIMES

The Contractor further agrees to begin Work at such a date as the Director of Public Works Department, Norfolk, Virginia, shall notify it to begin via a Notice to Proceed letter, and that it will achieve Substantial Completion of the entire Work in accordance with Paragraph 9.8 of the General Conditions not later than **One Hundred Eighty (180) consecutive calendar days** from the date of commencement as well as achieve Final Completion in accordance with Paragraph 9.10 of the General Conditions not later than **Thirty (30) consecutive calendar days** from the last day of final completion.

ARTICLE 3 - LIQUIDATED DAMAGES

The Contractor and the City recognize that time is of the essence of this Agreement. In view of the difficulty of ascertaining the loss which the City will suffer by reason of delay in the performance of the Work, the Contractor and the City hereby agree upon as the liquidated damages set below that the City will suffer by reason of delay and/or default, and not as a penalty. Further, the City shall deduct and retain the amount of such liquidated damages out of the moneys which may be due or become due to the Contractor under this Agreement.

Accordingly, should the Contractor fail to achieve Substantial Completion of the aforesaid Work in accordance with the contract documents to the satisfaction and approval of the Engineer within the time stipulated in Article 2 above, the Contractor shall pay to the City of Norfolk, Virginia, _____ **Dollars and _____ Cents (\$____.00)** for every calendar day beyond the time set for substantial completion.

After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by the City, the Contractor shall pay the City _____ **Dollars and** _____ **Cents (\$____.00)** for every calendar day beyond the time set for final completion until the Work is completed and ready for final payment

ARTICLE 4 - CONTRACT PRICE

The City shall pay the Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below subject to additions and deductions as provided in the Contract Documents:

For all Unit Price Work, an amount equal to the sum of the established unit prices hereto attached and referred to as Attachment A, for:

_____ **Dollars and** _____ **Cents (\$_____)**

As provided in Subparagraph 7.3.3.2 of the General Conditions of the Contract (as modified), estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer's recommendation to the City.

ARTICLE 5 - PAYMENTS

Based upon applications for payment submitted to the Engineer by the Contractor and certificates for payment issued by the Engineer, the City shall make monthly progress payments on account of the contract sum to the Contractor as provided in the conditions of the contract as follows:

The City will pay the Contractor, on or about the thirtieth calendar day after receipt of a Request for Payment, one hundred percent (100%) of the portion of the contract sum properly allocable to labor, materials, and equipment incorporated in the Work and eighty percent (80%) of the portion of the contract sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing by the parties, less the aggregate of previous payments in each case; provided, however, that the owner, at any time after fifty percent (50%) of the Work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining partial payments in full; and upon final completion, a sum sufficient to increase the total payment to one-hundred percent (100%) of the contract sum. But such full payment or payments shall in no manner be construed as reducing the amount of the bond, or the liability of the surety thereon, until final completion and acceptance of all items of Work herein set forth.

The action of the Engineer by which the Contractor is to be bound according to the terms of this contract shall be that evidenced by his final estimate and certificate, all prior estimates upon which eighty percent (80%) or more may be made, being merely payment on account, and not payments for accepted Work, and subject to the correction of such final estimate, which may be made with notice to the Contractor.

ARTICLE 6 - CONTRACTOR'S REPRESENTATION

To induce the City to enter into this Agreement, the Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and other related data

identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been provided with the Contract Documents, and (2) reports and drawings of a hazardous environmental condition, if any, at the site, which have been provided with the Contract Documents.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work.

F. Contractor is aware of the general nature of Work to be performed by City and others at the Site that relates to the Work as indicated in the Contract Documents.

G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor

H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

I. Contractor hereby certifies that it has familiarized itself with Sections 33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," including the additional statutes set forth in Section 33.1-86 thereof, and further that all amounts received by the Contractor pursuant to this Agreement are proper and in accordance therewith.

J. Contractor hereby certifies that at all times during which any term of this Agreement is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

K. Contractor hereby represents that it is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- a. Invitation for Bids

- b. Instructions to Bidders
- c. Bid Form/Affidavit
- d. Bid Bond
- e. Contract
- f. Performance Bond
- g. Payment Bond
- h. AIA A201-2007, "General Conditions of the Contract for Construction" (as modified)
- i. Certificate of Insurance
- j. Notice of Award
- k. Notice to Proceed
- l. Change Orders (if any)
- m. Other Documents as may be required by law or appended hereto
- n. Drawings and Specifications prepared by: **Parsons Brinckerhoff, 6161 Kempsville Circle, Suite 110, Norfolk, Virginia 23502.**
- o. Addendum (as listed in Bid Form)

Witness the following signatures and seals:

Witness:

Contractor

Signature

Printed Name

Seal if
Incorporated

Title

Virginia State Contractor's License No. _____

City of Norfolk Business License No. _____

Contents Approved:

Director of Public Works

Approved as to form and correctness:

Deputy City Attorney

CITY OF NORFOLK, VIRGINIA

By _____
City Manager

Attest: _____
City Clerk

I hereby certify that the money required for this contract (agreement, obligation or expenditure) is in the City Treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose.

Account: _____

Amount: _____

Contract No.: _____

Vendor Code: _____

Director of Finance and Business Services

Date

End of Page

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PERFORMANCE BOND

Bond No. _____

Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ of _____, hereinafter called the Contractor and _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto the City of Norfolk as Owner, in the sum of _____ **HUNDRED** _____ **DOLLARS and** _____ **CENTS** (\$ _____), lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated _____, **2013**, for

CITYWIDE SAFETY IMPROVEMENT PROJECT – HSIP – GROUP 2

NOW THEREFORE, if the Contractor, and its successors and assigns, shall at all times duly, promptly, and faithfully perform the Work and any alteration in or addition to the obligations of the Contractor arising thereunder, including the matter of infringement, if any, of patents or other proprietary rights, and shall assure all guarantees against defective workmanship and materials, including the guarantee period following final completion by the Contractor and final acceptance by the Owner and comply with all the covenants therein contained in the Specifications, Drawings, and other Contract Documents required to be performed by the Contractor, in the manner and within the times provided in the Agreement, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by reason or failure to do so, and shall fully reimburse and repay it all outlay and expenses which it may incur in making good any default, and reasonable counsel fees incurred in the prosecution of or defense of any action arising out of or in connection with any such default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, or payment thereunder before the time required therein, or waiver of any provision thereof, or assignment, subletting or transfer thereof or any part thereof, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, addition to the terms of the Contract Documents or any such payment, waiver, assignment, subcontract or transfer.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Owner shall have the right, at its option, to require the Surety to promptly proceed to remedy the default within 30 days of notice by proceeding or procuring others to proceed with completing the Agreement with its terms and conditions including the correction of any defective work and the provision of safety measures required as the result of such default; and all reserves, deferred payments, and other funds provided by the Agreement to be paid to Contractor shall be paid to Surety at the same times and under the same conditions as by the terms of that Agreement such fund would have been paid to Contractor had the Agreement been performed by Contractor; and Surety shall be entitled to such funds in preference to any

assignee of Principal of any adverse claimant. Notwithstanding the above, the Owner shall have the right, with the approval of the Surety which shall not be unreasonably withheld, to take over and assume completion of the Agreement and be promptly paid in cash by the Surety for the cost of such completion less the balance of the Contract price.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this _____ day of _____, 2013, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

(_____)

By: _____ (Seal)

Name: _____

Title: _____

Attest

SURETY

By: _____ (Seal)

Attest

APPROVED AS TO FORM: _____, 2013

City of Norfolk, OWNER

By: _____
Deputy City Attorney

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

End of Page

PAYMENT BOND

Bond No. _____

Amount: \$ _____

KNOW ALL PERSONS BY THESE PRESENTS, that _____ of _____, hereinafter called the Contractor and _____ a corporation duly organized and existing under and by virtue of the laws of the State _____, hereinafter called the Surety, and authorized to transact business within the Commonwealth of Virginia as the Surety, are held and firmly bound unto the City of Norfolk as Owner, in the sum of _____ **DOLLARS and _____ CENTS (\$_____)**, lawful money of the United States of America, for payment of which, well and truly be made to the Owner, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the Contractor has executed and entered into a certain Agreement, hereto attached, with the Owner dated _____, **2013**, for

CITYWIDE SAFETY IMPROVEMENT PROJECT – HSIP – GROUP 2

NOW THEREFORE, if the Contractor shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in the Agreement, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed, used or rented in connection with the construction of the Work, and all insurance premiums on the Work, and for all labor performed in the Work, whether by Subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the Work to be performed thereunder, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, all above parties bounded together have executed this instrument this ____ day of _____, 2013, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

(_____)

By: _____ (Seal)

Name: _____

Title: _____

Attest

SURETY

By: _____(Seal)

Attest

APPROVED AS TO FORM: _____, 2013

City of Norfolk, OWNER

By: _____
Deputy City Attorney

NOTE: Date of Bond shall not be prior to the date of the Agreement. If the Contractor is a partnership, all partners shall execute the Bond.

IMPORTANT: The Surety named on this Bond shall be one who is licensed to conduct business in the Commonwealth of Virginia, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act for the Surety at the time of signing of this Bond.

End of Page

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General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Roland Park Overpass Repairs

THE OWNER:
THE CITY OF NORFOLK, A MUNICIPAL CORPORATION OF THE
COMMONWEALTH OF VIRGINIA, HEREINAFTER CALLED THE "CITY" OR THE
OWNER: (Name, legal status and address)
810 Union Street, Room 700
Norfolk, Virginia 23510

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE ARCHITECT:
(Name, legal status (Name and address)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as-being-necessary-to-produce-the-indicated-results-or-from-prevailing-custom-or-trade-usage-as-being-required-to-produce-the-intended-result-whether-or-not-specifically-called-for-at-no-additional-cost-to-the-Owner.

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§ 1.2.1.1 Should any conflict be found in the Contract Documents, the Engineer/Architect shall interpret or construe the Contract Documents so as to secure the most substantial and complete performance of the Work. In other words, the better quality or great quantity of work shall be provided in accordance with the Engineer's/Architect's interpretation. The Engineer's/Architect's decision in this matter shall be final.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 Wherever in the Contract Documents the words "as approved," "as directed," "as required," "acceptable," "satisfactory" and words of like import are used with reference to the Work or its performance, and without further qualification, it shall mean as approved, as directed, as required by the Engineer/Architect and acceptable, satisfactory, etc. to the Engineer/Architect.

§ 1.2.5 The general character of the detailed work is shown on the Drawings, but minor modifications may be made on the shop drawings or mock-ups. Any details shall be worked out in relation to their location and their connection to other parts of the Work. Where on any drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall also apply to all other like portions of the Work. Where details or conditions are indicated but started only, such details or conditions shall be continued throughout the courses or parts in which they occur and shall also apply to all other similar parts in the Work unless otherwise indicated or specifically noted.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and of them and will retain all common law, statutory and other reserved rights, including copyrights in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. As such, the City is hereby declared sole-owner of these documents in regards to this Project and will abide by the limitations described in Subparagraph 1.5.1. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service, are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for

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other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or Owner's reserved rights.

~~§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. Intentionally Omitted.~~

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

~~§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. Intentionally Omitted.~~

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

Unless otherwise specified, the following applies:

Water line taps, construction of pits for water taps and meter, and restoration of the area to its original condition shall be performed by the Contractor at its expense. Only new water meters shall be installed by City forces at the expense of project sponsor (i.e. the City or private developer). All the aforementioned shall be coordinated by the Contractor."

Sanitary taps and cleanouts shall be done by the Contractor or its Subcontractor at the Contractor's expense. HRSD tap fees will be paid by the Owner.

For gas and electrical Work and associated meter installations, Contractor shall be responsible for complete coordination of Work with utilities, including provision of all necessary labor, equipment, and materials as required in the Contract Documents as well as payment of all resulting costs to aforesaid Work.

For telephones and cables, Contractor shall be responsible for coordination of telephone trunk line and cable installation with telephone/television company to the "point of penetration" to the facility, including provision of all necessary labor, equipment, and materials as required in the Contract Documents as well as payment of resulting costs to all aforesaid work.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the ~~Owner~~ Owner, subject to Subparagraph 3.7.4, but shall exercise proper precautions relating to the safe performance of the Work.

.1 The Contractor shall be responsible for protecting pins, stakes, marks, hubs, and control points. Replacement of damaged or destroyed pins, stakes, marks, hubs or control points shall be conducted under the supervision of a surveyor licensed in the Commonwealth of Virginia, if required by the City, and at the Contractor's expense. The Contractor shall coordinate with the Surveys Division of the Department of Public Works (664-4645) prior to resetting of points and shall provide certified documentation to include the reference/recovery sheet with swing ties for new benchmarks.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2:four (4) copies of Drawings and Specifications free of charge.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect.~~ If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Any failure by the Contractor to acquaint himself with such information shall not relieve him from the responsibility for successfully performing the Work.

.1 Dimensions of Work shall not be determined by scale or rule, but figured dimensions shall be used at all times.

.2 The Contractor shall verify all dimensions by measurement at the jobsite, and shall take any and all other measurements necessary to verify the drawings and to properly layout the Work.

.3 The study of the Contract Documents by the Contractor shall be made sufficiently in advance of the actual layout of the Work so as to allow the Contract Documents to be interpreted or modified by the Engineer/Architect.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. ~~If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, or for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.~~

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the

Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

Substituted Materials. Request for approval of any substituted material and equipment for those specified or shown on the drawings shall be made in writing to the Engineer within 30 days after award of the Contract. If this request is not submitted, the Engineer reserves the right to have the Contractor furnish the material and equipment definitely specified or shown on the plans. The Contractor shall show, in writing, the monetary savings, improvement in quality, time savings, and other factors to be gained from the proposed substitute. Approval of substitute materials and equipment will be at the sole discretion of the Engineer.

Or Equal. It is not the intent of these specifications to exclude or omit products or any responsible manufacturer, if said products are equal in every respect to those mentioned herein. Whenever an article, or any class of materials is specified by trade name or by name of any particular patentee, manufacturer or dealer, it shall be taken as intending to mean equal thereto in quality, finish, size, and durability and equally as serviceable for the purpose for which it is or they are intended. The quality shall be determined by the Engineer, and he alone shall be sole judge as to what materials or services will be accepted as equal. No substitution of materials, methods, or services specified shall be made without written approval from the Engineer.

Materials and Equipment Manufacturer's Recommendation. All materials, equipment or other items specified by trade or manufacturer's name shall be handled, installed, erected or connected in strict conformity with the manufacturer's recommendations and/or specifications.

By making requests for substitutions, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs and time extensions related to the substitution which may subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. All labor shall be performed in the best workmanlike manner by mechanics skilled in their trades.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS- PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Before final payment is made on the Project, Contractor shall demonstrate that the necessary inspections, certificates of occupancy, clearance, and/or acceptance from the City, State, Federal, and/or private entities/organizations such as from the City's Building Official, Corps of Engineers, Department of Environmental Quality, etc. have been obtained.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. Contractor shall not disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so except in an emergency as required by Paragraph 10.4. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. With respect to unforeseen Work that is paid on a Unit Price Basis, any adjustment in quantity and Contract price will be determined by the Engineer/Architect subject to the provisions of Subparagraph 15.1.5.3. Engineer/Architect will review with the Contractor the Engineer's/Architect's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.4.1 Possible Price and Times Adjustments. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Terms if:

- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect to Contract price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
- b. The existence of such condition could reasonably have been discovered or revealed as a result of examination, investigation, exploration, test, or stud of the Site and contiguous areas required by the bidding requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
- c. Contractor failed to give written notice within the time and as required by Subparagraph 3.7.4.

§ 3.7.4.2 Subsurface and Physical Conditions. The Contract Documents identify:

- a. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that the Engineer/Architect has used in preparing the Contract Documents;
- b. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that the Engineer/Architect has used in preparing the Contract Documents.

§ 3.7.4.3 Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary General Conditions. Contractor may not rely upon or make any claim against Owner, Engineer/Architect, or any of Engineer's/Architect's consultants with respect to:

- a. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, and safety precautions and programs incident thereto; or
- b. any Contractor interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

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- .3 ~~Whenever~~ whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2. The Contractor shall attach with monthly invoices the original copy of sales invoices/receipts for materials or equipment that are covered under allowances.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness in sufficient time to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

.1 The superintendence shall not be changed except with the consent of the Owner, unless the superintendent ceases to be in the Contractor's employ.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, Contract and prior to mobilization or proceeding with any work on site, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 The superintendent shall be present on the project site whenever work is being performed, unless otherwise authorized in writing by the Owner. The Contractor shall notify the Owner whenever the superintendent will be absent for four hours or more. This notification shall include the name of the designated substitute. Any substitute shall be familiar with the project and have the same authority of the primary superintendent. Verbal notification is acceptable for periods less than one full workday.

§ 3.9.5 The superintendent shall serve as a day to day point of contact on the contract for the Owner and shall, as a minimum, have the authority to:

- a. Act on behalf of the Contractor,
- b. Direct the work of subcontractors,
- c. Respond to directed changes in the schedule,
- d. Provide detailed updates to and respond to inquiries from the Owner on the progress of the work,
- e. Act upon verbal and written notifications of non-conforming work,
- f. Respond to any complaints regarding the conduct or actions of any employee of the Contractor or any subcontractor.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. At the Preconstruction Conference, the Contractor shall submit to the Engineer for its timely review a preliminary construction schedule indicating the times (number of days or dates) for starting and completing the various stages of the Work. The schedule shall not

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exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

.1 The progress schedule shall be in the form of a bar graph and shall identify each major or critical activity. The progress schedule shall be updated monthly. Five (5) copies of the updated progress schedule shall be submitted with each Application for Payment.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

.1 Reproduction of the Contract Drawings, or any portion thereof, shall not be acceptable.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

The Contractor, within 15 days from Notice to Proceed, shall submit to the Engineer/Architect for approval, a complete schedule of submittals for shop drawings and technical and/or engineering data sheets covering all items and equipment for this Contract as listed in each respective division. Submit for approval six(6) copies of certified Shop Drawings and technical data sheets plus sufficient copies for Contractor's use. Approval of the above submissions shall not relieve the Contractor from complying with the Drawings and Specifications, nor shall such approval be construed as a guarantee of the accuracy of dimensions or other covered items. The Engineer shall

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endeavor to process all drawings, data sheets, etc., within 21 calendar days of receipt unless impractical. Except for construction schedule and schedule of values that need to be turned over directly to the City for review/approval, the Contractor shall forward all other submittals for review/approval to only one clearing house. The City will notify the Contractor during the Preconstruction Conference where to send these submittals.

.1 Unless otherwise directed or specified, samples shall be submitted in duplicate. Samples shall be properly labeled, bearing the name and quality of material, name of the manufacturer, name of Project, name of the Contractor and the date of submission.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, ~~or will do so~~ and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. All copies of Shop Drawings submitted for approval shall bear the following statement: "Checked and certified correct for conformance with Contract Documents." This statement shall be dated and signed by the Contractor and shall appear on each submittal. One copy of each approved submittal shall be kept at job site at all times.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

.1 The Contractor shall furnish to the field as many prints of the approved Shop Drawings as may be required.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 UNDERGROUND UTILITY DAMAGE PREVENTION ACT

The Contractor shall be required and agrees to comply with all the provisions of the Virginia Underground Utility Damage Prevention Act (Section 56-265.14, et seq. Code of Virginia, 1950, as amended) and hereby agrees to hold the City of Norfolk harmless against any loss, damages or claims of any nature whatsoever arising out of the Contractor's failure to comply with the requirements of said Act.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project. In addition, immediately after the completion of the Work, or any portion thereof, the Contractor shall restore the facility, street, and surrounding area to a condition as clean as before the Work was begun. The drainage system shall also be inspected and cleaned by the Contractor. If done by the City or its agents, any expense the City may incur will be charged against the Contractor and deducted before Final Payment is made. The Contractor will be required to back fill along the edges of the sidewalks, driveways and curbs where settlement has occurred, and reshape and reslope where directed. Site must be maintained regularly according to State and City regulations, including regular grass cutting. During the progress of the Work, the sidewalks and portions of the streets adjoining the Work, or in its vicinity, must not be obstructed or littered, and the adjacent sidewalks and gutters must be kept clean as directed by the Engineer.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and ~~Owner shall be entitled to reimbursement from the costs thereof~~ shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, officers and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.1.1 The requirements of this Paragraph 3.18 shall be incorporated into the Contractor's insurance policies in a manner approved by the Owner.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

~~§ 4.1.1 The Owner shall retain an architect. Architect is the person~~ Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture ~~in the jurisdiction where the Project is located. That person or entity is identified as the Architect identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.~~

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

~~§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.~~ Intentionally Omitted.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 As the Owner's Project representative, the Consulting Engineer's/Architect's duties, responsibilities and limitations of authority shall be presented during the Preconstruction Conference. The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate ~~for~~ For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.1.1 Engineer – An individual or entity having a contract with the Owner to furnish services as Owner's independent professional consultant with respect to the Project and who is identified as such in the Agreement.

~~§ 4.2.2 The Architect~~ Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the the Contractor's operations (1) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that (2) to endeavor to guard the Owner against defects and deficiencies in the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility neither have control over, or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Pre-Construction Conference: Before starting the Work, the Engineer/Architect/Owner will schedule a conference to review the requirements on such matters as Project supervision and on-site inspection, Shop Drawing schedules and submission, progress schedules and reports, payrolls, payments to contractors, contract change orders, insurance, safety, labor provisions and equal opportunity in employment and any other items pertinent to the Project. Present at the conference will be the Engineer/Architect, Owner, Project Representative, The Contractor, and its Superintendent for the project.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, ~~as soon as practicable within 15 days~~ after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14-day~~ 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect-Architect, upon written notice of such intent, makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

~~When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.~~

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

~~§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract. Intentionally Omitted.~~

§ 5.5 SUBCONTRACTORS COORDINATION OF WORK

Every Subcontractor performing work that affects others shall provide for all requirements of the other trades, notwithstanding the Contractor's responsibility to coordinate the Work. Should the work provided be unsuitable for the application of work by any other subcontractor, the Subcontractor shall notify the Contractor and the Engineer in writing immediately. The Contractor is required to forward a copy of correspondence from his subcontractors providing notice of unsuitable work.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. ~~If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.~~

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement ~~among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or between the Owner and Contractor; a Construction Change Directive may not be agreed to by the Contractor; an order for a minor change in the Work~~ may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.1.4 Modifications shall be in compliance with the Code of the City of Norfolk, Virginia, Chapter 33.1.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon; Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer's/Architect's recommendation to City as follows: Engineer/Architect will review with Contractor the Engineer's/Architect's preliminary determinations on such matters before rendering a written recommendation thereon (by endorsement of an Application for Payment or otherwise). City's written decision thereon (by approval of Application for Payment or otherwise) will be final and binding (except as modified by Engineer/Architect to reflect changed factual conditions or more accurate data) upon Contractor, subject to the provisions of Paragraph 7.3.4.
Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted; adjusted provided that there is no corresponding adjustment with respect to any other item of Work.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any,

provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- 1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- 2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- 3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- 4 ~~Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.~~ Overhead and Profit: Overhead and profit costs, except where such costs have been determined by means of clause 7.3.3.2 above, wherein such costs are included in the unit prices, shall be determined as follow:

Fifteen percent (15%) of the costs determined above shall be paid for overhead and profit of the Contractor or subcontractor(s) actually performing the work, including, but not limited to, field and home office expense, superintendent, taxes, subsistence expenses of any nature, premiums on bonds, insurance, and all other costs and expenses as determined by the City.

In the event the work is performed by a subcontractor or subcontractors, the Contractor shall be paid ten percent (10%) of the total of the costs determined above, excluding the subcontractor's or subcontractors' overhead and profit, to cover and compensate the Contractor for its overhead and profit; and

- 5 ~~Additional costs of supervision and field office personnel directly attributable to the change:~~

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. ~~Architect plus overhead and profit to actual net cost.~~ When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, ~~the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment.~~ The amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the City shall make monthly progress payments on account of the Contract Sum to the Contractor as provided in these General Conditions of the Contract as follows:

The City will endeavor to pay the contractor, on or about the thirtieth calendar day after receipt of Request for Payment, ninety-five percent (95%) of the portion of the Contract Sum properly allocated to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly allocated to materials and equipment suitably stored at the Site or at some other location agreed upon in writing by the parties, less the aggregate of previous payments in each case; provided however, the City, at any time after fifty percent (50%) of the Work has been completed, if it finds that satisfactory progress is being made, may in its sole discretion may any of the remaining partial payments in full. Also, upon Substantial Completion of the Work, the City may increase total payment to one hundred percent (100%) of the Contract sum, less such retainage as the Engineer shall determine for incomplete work and unsettled claims. But such full payment or payments shall in no manner be construed as reducing the amount of the bond or the liability of the Surety thereon, until Final Completion and acceptance of all lines of Work herein set forth. Final Payment shall be made upon completion of all work and acceptance by the Engineer in accordance with the General Conditions.

The action of the Engineer by which the Contractor is to be bound according to the terms of this Contract shall be evidenced by his final estimate and certificate, all prior estimates upon which ninety-five percent (95%) or more may be made, being merely payments on account, and not payments for accepted work, and subject to the corrections of such final estimate, which may be made without notice to the Contractor thereof, or of the measurements upon which the same is based.

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2-9.2., for completed portions of the Work. Such application shall be notarized, if required, certified by an officer of the firm and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, ~~or by interim determinations of the Architect, Directives~~ but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines

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is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents, or
- .8 failure to comply with obligations under the Contract Documents;

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld. The City reserves the right to determine payment made.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate

agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

~~§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor. A Subcontractor inquiry for progress payment and other information shall be directed to the City Attorney's office under the Freedom of Information Act.~~

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT – Intentionally Omitted

~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. The Contractor shall submit a Contractor's release from liens, claims, security interests or encumbrances along with final invoice. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien

remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property.

This includes providing protection of the Work, materials, appliances and fixtures against weather, rain, wind, storms, freezing or heat. At the end of the day's work, work likely to be damaged shall be properly protected. For work on existing buildings, the Contractor shall accomplish the work in such a manner that the remainder of the building, and its contents and inhabitants, are fully protected from any weather damage.

The Contractor shall be responsible for ensuring that adequate measures are taken to secure materials and equipment during the progress of the work to prevent storm-related hazards. It is, therefore, essential that the Contractor take necessary precautions to ensure that openings in the building are monitored carefully. The Contractor shall take immediate actions required to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday; and ensure that the openings are completely sealed off to protect materials and equipment in the building from damage.

The provisions of this subparagraph take precedence over any similar provisions contained in the technical specifications.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. ~~If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.~~ When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner direction by the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

~~§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~Intentionally Omitted

~~§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents.~~ The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ Emergency Conditions. The issuance of a Declaration of Emergency Conditions by any authorized government official may result in the suspension of the Work under the Contract and/or the ordering by the City of additional work. The Contractor shall make available to the City, during the time of the declared emergency, labor and equipment for such services under the terms and conditions of the Contract. Labor and equipment rates shall not exceed FEMA reimbursable rates for the Hampton Roads area. Failure to comply with such emergency directives may result in termination of the Contract by reason of non-compliance.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

See Subparagraphs 3.18.1 and 10.3.1

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

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- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability. All liability policies shall be written in an occurrence form unless otherwise specifically approved by the City.

The Contractor shall secure and maintain in force insurance, including malicious mischief and vandalism, with minimum acceptable amounts described below, naming the City as additional insured during the life of the Contract:

<u>.1</u>	<u>Worker's Compensation</u>	<u>Statutory</u>
	<u>Employer's Liability</u>	<u>\$100,000 per accident injury</u>
<u>.2</u>	<u>Commercial General Liability</u>	
	<u>Bodily Injury</u>	<u>\$ 500,000 per person</u>
		<u>\$1,000,000 per occurrence</u>
		<u>\$1,000,000 aggregate</u>
	<u>Property Damage including</u>	<u>\$ 500,000 per occurrence</u>
		<u>\$1,000,000 aggregate</u>

The Commercial General Liability Insurance required above shall also include the following extensions of coverage:

- (1) The coverage shall be provided under a Comprehensive form of policy or similar thereto.
- (2) X.C.U. Coverage -- If the Contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as XCU liability coverage with limits of \$500,000 per occurrence and \$1,000,000 aggregate.
- (3) The property damage coverage shall include a Broad Form Property Damage Endorsement.
- (4) Contractual Liability coverage shall be included.
- (5) Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by its Subcontractors.
- (6) Products Liability and/or Completed Operations coverage shall be included.

<u>.3</u>	<u>Comprehensive Automobile Liability including owned, non-owned and hired vehicles:</u>	
	<u>Bodily Injury</u>	<u>\$ 500,000 per person</u>
		<u>\$1,000,000 per occurrence</u>
		<u>\$1,000,000 aggregate</u>
	<u>Property Damage</u>	<u>\$ 500,000 per occurrence</u>
		<u>\$1,000,000 aggregate</u>

.4 Environmental Impairment Liability Insurance. If applicable, as determined by the City, the Contractor shall procure and maintain during the life of the Contract Environmental Impairment Liability Insurance, which shall protect against all claims and costs including, but not limited to, bodily injury or property damage claims (including clean-up costs) caused by pollution conditions, as herein defined, arising from the contracted work. Pollution conditions means the discharge, dispersal, release or escape of smoke, vapor, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage. The policy limits will be determined by the City and specified in the Contract Documents or required by law, whichever coverage is greater, as prescribed by City, State or Federal law/regulations.

Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness. All insurance policies required hereunder shall contain an express provision therein, or endorsement attached thereto, worded substantially as follows:

"This is not to be cancelled or become subject to reduction of coverage prior to thirty days after the City has received written notice mailed to the address noted hereinbefore, as evidenced by return receipt of registered letter."

All insurance certificates and/or policies shall designate the City of Norfolk, its employees, and its agents as "additional insured" regarding the contracted Work. Certificates of Insurance issued by companies licensed within the Commonwealth of Virginia shall provide the designated insurance.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. SUBCONTRACTOR'S INSURANCE. The Contractor shall require all subcontractors to secure and maintain in force insurance containing the same coverage and amounts as described in Subparagraph 11.1.2.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain a Builder's Risk or property insurance as is appropriate upon the entire Work at the Site to the full insurable value thereof.

§ 11.3.1.1 Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. Intentionally Omitted.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto. Intentionally Omitted.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles. Intentionally Omitted.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. Intentionally Omitted.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance. Intentionally Omitted.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the

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Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished. A Performance Bond and Payment Bond Rider is required for all change orders that are in the amount of \$100,000 or greater; or if the aggregate total of multiple change orders is equal to or greater than \$100,000.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 ~~The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.~~ Intentionally Omitted.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the

other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~ Intentionally Omitted.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

~~§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:~~ Intentionally Omitted.

- ~~1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;~~ Intentionally Omitted.
- ~~2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;~~ Intentionally Omitted.
- ~~3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents;~~ Intentionally Omitted.
- ~~4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~ Intentionally Omitted.

~~§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.~~ Intentionally Omitted.

~~§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ Intentionally Omitted.

~~§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~ Intentionally Omitted.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

~~§ 14.2.1 The Owner may terminate the Contract if the Contractor~~

- ~~1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;~~
- ~~2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;~~
- ~~3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~
- ~~4 otherwise is guilty of substantial breach of a provision of the Contract Documents.~~

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§ 14.2.2 When any of the above reasons exist, the Owner, ~~upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,~~ Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work ~~not executed~~executed and costs incurred from this termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Decision of Owner. Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision, evaluation and recommendation. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision a final decision by the Owner shall be required as a condition precedent to mediation of any Claim litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the ~~Initial Decision Maker Architect~~ with no decision having been ~~rendered~~ rendered by the Owner. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not ~~decide~~ evaluate disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker Architect will review Claims and within ten days of the receipt of ~~a the~~ Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) ~~reject~~ recommend rejection of the Claim in whole or in part, (3) ~~approve the Claim~~, (4) ~~suggest~~ recommend approval of the Claim, (4) recommend a compromise, or (5) advise the parties that the ~~Initial Decision Maker Architect~~ is unable to resolve the Claim if the ~~Initial Decision Maker Architect~~ Architect lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker Architect~~

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concludes that, in the ~~Initial Decision Maker's Architect's~~ sole discretion, it would be inappropriate for the ~~Initial Decision Maker to resolve Architect to recommend resolution of~~ the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will ~~either reject or approve-recommend~~ either rejection or approval the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will ~~render an initial decision-recommend~~ approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. ~~The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~ Owner's decision shall be final and binding.

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~
Intentionally Omitted.

§ 15.2.6.1 ~~Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~ Intentionally Omitted.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION - Intentionally Omitted.

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

§ 15.3.3 ~~The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

§ 15.4 ARBITRATION - Intentionally Omitted.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER - Intentionally Omitted.

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

PART II

1. SCHEDULES AND REPORTS

Contractor shall submit for approval the following items in four (4) copies prior to commencing the Work:

- a. A complete, detailed construction progress schedule in weekly increments, showing anticipated start and completion of all sections of the Work. Also, see sections 3.10 and 3.10.1
- b. A complete list of Subcontractors.
- c. A breakdown of the Project contract price for use in processing monthly requisitions.
- d. A projection of contract's Monthly Cash Flow requirements for the duration of the Project.
- e. The above requirements may be waived for small projects at the discretion of the Engineer.

2. MINORITY PARTICIPATION

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The Contractor shall notify the City in writing of the names of any minority and disadvantaged business subcontractors to be used on the Project, including the estimated dollar amount of such subcontract and the minority classification of such subcontractors. A minority and disadvantaged business is one that is at least 51% owned by an Asian American, Black, Hispanic, American Indian, Eskimo, Aleut, or Female.

3. EROSION & SEDIMENT CONTROL

On construction projects that are required by the City's Erosion and Sediment Control ordinance (City Code Chapter 15) to have an approved erosion and sediment control plan, the Contractor shall be required to implement the approved plan and comply with all conditions of the plan. A copy of the approved plan and the Virginia Erosion and Sediment Control Handbook (Third Edition, 1992) shall be kept at the Site. If the Contractor determines that the approved plan can not be effectively carried out, the Contractor shall be responsible for notifying the plan approving authority and requesting a plan amendment as provided for in the Virginia Erosion and Sediment Control Law (Code of Virginia, Title 10.1, Chapter 5, Article 4, Section 10.1-563C).

4. RIGHT TO AUDIT

For cost-reimbursement contracts, change orders issued for fixed priced contracts or other contracts in excess of \$30,000, which include the provisions of services, the Contractor shall retain all books, records and other documents relative to this Contract for five (5) years after final payment or until audited by the Office of the City Auditors shall have full access to and the right to examine and duplicate any of said materials during said period.

CITY OF NORFOLK
DEPARTMENT OF PUBLIC WORKS



Roland Park Overpass
Repairs
(Base Bid)

Roland Park Overpass Bridge
Ramp Improvements
(Additive Alternate #1)

Special Provisions
And
Special Provision Copied Notes

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
SEALING EXPANSION JOINTS

June 14, 2000c
Reissued July 2008c

I. DESCRIPTION

This work shall consist of cleaning and sealing expansion joints in accordance with the contract documents and as directed by the Engineer.

II. MATERIALS

Expansion joint filler and sealer materials shall conform to the requirements of Section 212 of the Specifications.

III. PROCEDURES

Expansion joints shall be cleaned and shall be free of oil, grease, existing joint material or any other foreign material. Loose material shall be removed from the joint with oil-free compressed air delivered with not less than 120 cubic feet of air per minute and a nozzle pressure of not less than 90 pounds per square inch and not more than 200 pounds per square inch.

The Contractor shall protect the edges of pavement adjacent to the joints to be cleaned.

The Contractor shall install joint filler and sealer materials in strict accordance with the manufacturer's written instructions.

Expansion joints shall be filled and sealed in accordance with the requirements of Section 404.05 of the Specifications. Joints to be filled shall be completely dry and the ambient air temperature shall be at least 45 degrees F. The applied sealer and finished joint shall be free of entrapped air. Finished sealer shall conform to the lines and grades of existing pavement surfaces.

IV. MEASUREMENT AND PAYMENT

Clean and seal expansion joints will be measured in linear feet and will be paid for at the contract unit price per linear foot. This price shall be full compensation for cleaning joints, furnishing and installing joint filler, joint sealer, removal and disposal of debris, and for all material, labor, tools, equipment and incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
Clean and seal expansion joint	Linear foot

VIRGINIA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION FOR
CONCRETE SURFACE PENETRANT SEALER

August 1, 1991cc
Reissued July 2008c

I. DESCRIPTION

This work shall consist of furnishing and applying a water repellant concrete surface penetrant in accordance with this provision and in conformity with the details and locations indicated on the plans. The color of the penetrant sealer shall be clear.

II. MATERIALS

The penetrant sealer used in the performance of this work shall be a product as listed on the Department's current list of approved penetrating sealers.

III. PROCEDURES

The penetrant sealer shall be applied in accordance with the manufacturer's recommendations, except as otherwise specified herein. The penetrant sealer shall not be applied until all adjacent or superimposed concrete placements have been completed. All surfaces to receive the penetrant sealer shall be sandblasted to provide a clean uniform texture free of foreign substances such as oils, release agents, curing agents or efflorescence. All sandblasting residue shall be completely removed prior to application of the penetrant sealer.

Each container of penetrant sealer material shall be thoroughly mixed in strict compliance with the manufacturer's recommendations. The penetrant sealer material shall be applied by experienced persons using spray, brush or roller and shall not be thinned or reduced, except as may be specifically required by the manufacturer.

The rates of application and number of coats shall be in accordance with the manufacturer's recommendations.

IV. MEASUREMENT AND PAYMENT

Concrete surface penetrant sealer will be measured in square yards and will be paid for at the contract unit price per square yard, which price shall be full compensation for surface preparation and for applying sealer.

Payment will be made under:

Pay Item	Pay Unit
Concrete Surface Penetrant Sealer	Square Yard

VIRGINIA DEPARTMENT OF TRANSPORTATION
2007 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS

**SUPPLEMENTAL SECTION 412—WIDENING, REPAIRING, AND RECONSTRUCTING
EXISTING STRUCTURES**

SECTION 412—WIDENING, REPAIRING, AND RECONSTRUCTING EXISTING STRUCTURES
of the Specifications is amended as follows:

Section 412.03—Procedures is amended to replace the fourth paragraph with the following:

Loose and unsound materials shall be removed by the use of hand tools or pneumatic hammers weighing a nominal 35 pounds or less. Hammer weight applies to the weight of the pneumatic hammer alone. Pneumatic hammers shall be worked at an angle of 45 to 60 degrees to the plane of the concrete surface being removed. The surface shall be sounded with a masonry hammer to determine the relative concrete strength.

VIRGINIA DEPARTMENT OF TRANSPORTATION
2007 ROAD AND BRIDGE SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SECTION 512—MAINTAINING TRAFFIC

SECTION 512—MAINTAINING TRAFFIC of the Specifications is amended as follows:

Section 512.03(a) Signs is amended to replace the last paragraph with the following:

When construction signs are covered to prevent the display of the message, the entire sign shall be covered with silt fence or other materials approved by the Engineer such that no portion of the message side of the sign shall be visible. Plywood shall be used on ground-mounted construction signs only. Attachment methods used to attach the covering material to the signs shall be of a durable construction that will prevent the unintentional detachment of the material from the sign. At no times shall a construction sign and/or post be rotated to prevent the display of the message. In addition, the posts where the signs are being covered shall have two ED-3 Type II delineators mounting vertically on the post below the signs at a height of 4 feet to the top of the topmost delineator. The bottom delineator shall be mounted 6 inches below the top delineator.

Section 512.03(b) Flagger Service and Pilot Vehicles is amended to replace the last paragraph with the following:

Portable traffic control signals conforming to the requirements of Section 512.03(h)2 of the Specifications may be used in lieu of flagger service when specified or approved by the Regional Traffic Engineer. When portable traffic control signals are used in lieu of flagger service, the portable traffic control signals will be measured and paid for separately.

Section 512.03(e)b. Group 2 devices is amended to replace the first paragraph with the following:

- b. **Group 2 devices** shall be drums or vertical panels. Drums shall be round, or partially round with no more than one flat side; made from plastic; have a minimum height of 36 inches, have a cross-sectional width no less than 18 inches in any direction; and conform to the requirements of the *Virginia Work Area Protection Manual*. Drums shall be designed to allow for separation of ballast and drum upon vehicular impact but not from wind and vacuum created by passing vehicles. Drums of two-piece design, i.e., drum and associated base, shall utilize sufficient amounts of enclosed sand at the base in accordance with the manufacturer's recommendations to provide stable drum support. The base shall be not greater than 5 inches in height. Two-piece drums may also utilize a flared drum foundation and collar of not more than 5 inches in height and of suitable shape and weight to provide stable support. One-piece drums may be used provided they comply with these above requirements.

Section 512.03 Procedures is amended to add (r) **Work Zone Traffic Control** as the following:

- (r) **Work Zone Traffic Control:** The Contractor shall provide individuals trained in Work Zone Traffic Control in accordance with the requirements of Section 105.14 of the Specifications.

Section 512.04 Measurement and Payment is amended to add the following:

Basic Work Zone Traffic Control – Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

Intermediate Work Zone Traffic Control - Separate payment will not be made for providing a person to meet the requirements of Section 105.14 of the Specifications. The cost thereof shall be included in the price of other appropriate pay items.

Section 512.04 Measurement and Payment is amended to replace the pay item and corresponding pay unit for “**Eradication of existing pavement markings**” with the following:

Eradication of existing pavement markings will be measured in linear feet of a 6-inch width or portion thereof as specified herein. Widths that exceed a 6-inch increment by more than 1/2 inch will be measured as the next 6-inch increment. Measurement and payment for eradication of existing pavement markings specified herein shall be limited to linear pavement line markings. Eradication of existing pavement markings will be paid for at the contract unit price per linear foot. This price shall include removing linear pavement line markings and disposing of residue.

Eradication of existing nonlinear pavement markings will be measured in square feet based on a theoretical box defined by the outermost limits of the nonlinear pavement marking. Nonlinear pavement markings shall include but not be limited to stop bars, arrows, images and messages. Eradication of existing nonlinear pavement markings will be paid for at the contract unit price per square foot. This price shall include removing nonlinear pavement markings and disposing of residue.

Payment will be made under:

Pay Item	Pay Unit
Eradication of existing pavement marking	Linear foot
Eradication of existing nonlinear pavement marking	Square foot

SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTERESTS



NORFOLK SOUTHERN RAILWAY COMPANY

1. AUTHORITY OF RAILROAD ENGINEER AND CITY ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of his Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the City hereinafter referred to as the City Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The City's Prime contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Given the Railroad written notice, with copy to the City Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.

Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street NE
Internal Box #142
Atlanta, Georgia 30309

2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that Railroad Company does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad Company must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for Railroad Company to review.
3. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
4. Obtained written authorization from the Railroad to begin work on Railroad rights-of-way, such authorization to include an outline of specific conditions with which he must comply.

5. **Furnished a schedule for all work within the Railroad rights-of-way as required by paragraph 7,B,1.**

B. **The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.**

3. **INTERFERENCE WITH RAILROAD OPERATIONS:**

A. **The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.**

B. **Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.**

C. **Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the City.**

4. **TRACK CLEARANCES:**

A. **The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad right-of-way, or before placing any obstruction over any track, the Contractor shall:**

1. Notify the Railroad's representative at least 72 hours in advance of the work.
2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
3. Receive permission from the Railroad's representative to proceed with the work.
4. Ascertain that the City Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. **CONSTRUCTION PROCEDURES:**

A. **General:**

Construction work and operations by the Contractor on Railroad property shall be:

1. Subject to the inspection and approval of the Railroad.
2. In accord with the Railroad's written outline of specific conditions.
3. In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
4. In accord with these Special Provisions.

B. **Excavation:**

The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24- inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

Additionally, the Railroad Engineer may require installation of orange construction safety fencing for protection of the work area.

C. **Excavation for Structures:**

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans and calculations for shoring, shall first be approved by the City Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

Additionally, walkway with handrail protection may be required as noted in paragraph 11 herein. .

D. Demolition, Erection, Hoisting

1. Railroad tracks and other railroad property must be protected from damage during the procedure.
2. The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
5. A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.

6. A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
7. All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.
8. The Railroad Engineer or his designated representative must be present at the site during the entire demolition and erection procedure period.
9. All procedures, plans and calculations shall first be approved by City Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

E. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the City Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - (c) No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - (d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in

delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

- (a) Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.**
- (b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.**

F. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.**
- 2. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.**

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.**
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.**

7. FLAGGING SERVICES:

A. Requirements:

Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.

Under the terms of the agreement between the City and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.

B. Scheduling and Notification:

1. The Contractor's work requiring railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the City a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the City, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the City or Railroad.

C. Payment:

- 1. The City will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.**
- 2. The estimated cost of flagging is current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the City by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.**
- 3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.**
- 4. Railroad work involved in preparing and handling bills will also be charged to the City. Charges to the City by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. *The above estimates of flagging costs are provided for information only and are not binding in any way.***

D. Verification:

- 1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If need for flagging is questioned, please contact Railroad's System Engineer Public Improvements (404) 529-1641. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Highway Engineer. Address all written correspondence to:**

**Office of Chief Engineer
Bridges & Structures
Norfolk Southern Corporation
1200 Peachtree Street NE,
Internal Box 142
Atlanta, Georgia 30309**

**Attn:
System Engineer
Public Improvements**

2. The Railroad flagman assigned to the project will be responsible for notifying the City Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The City Engineer will document such notification in the project records. When requested, the City Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the City has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90-days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the City and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the City and/or the Railroad.

- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the City or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railway's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.

- C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All welders and cutting torches working within 25' of track must stop when train is passing.
- F. No steel tape or chain will be allowed to cross or touch rails without permission.

13. GUIDELINES EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- I. No equipment or load movement within 25' or above a standing train or railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.

- K. All equipment, loads and cables are prohibited from touching rails.**
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.**
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.**
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.**
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.**

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:**
 - 1. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.**
 - 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.**

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
- b. The policy must be written using one of the following combinations of Insurance Services Office (“ISO”) Railroad Protective Liability Insurance Form Numbers:
- c.
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04.
- d. The named insured shall read:

Norfolk Southern Railway Company
 Three Commercial Place
 Norfolk, Virginia 23510-2191
 Attn: Risk Management
- e. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate City project and contract identification numbers.
- f. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost on the insurance policy.
- g. The name and address of the prime contractor must appear on the Declarations.
- h. The name and address of the City must be identified on the Declarations as the “Involved Governmental Authority or Other Contracting Party.”
- i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31

CITY OF NORFOLK
DEPARTMENT OF PUBLIC WORKS



Roland Park Overpass
Repairs
(Base Bid)

Roland Park Overpass Bridge
Ramp Improvements
(Additive Alternate #1)

Technical Specifications

TECHNICAL SPECIFICATIONS

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A. SUPPLEMENTAL SPECIFICATIONS

All work shall be performed in accordance with DIVISION IV-BRIDGES AND STRUCTURES, OF THE Virginia Department of Transportation (VDOT) Road and Bridge Specifications, 2007 edition and accompanying Special Provisions and Special Provisions Copied Notes (SPCN) except as modified herein:

SECTION 107 – Legal Responsibilities

Amend SECTION 107.19 – Railway-Highway Provisions as follows:

1. Replace Section 107.19 – Railway-Highway Provisions with Special Provisions for Protection of Railway Interests.

SECTION 212 – Joint Materials

Amend SECTION 412.02 – Detail Requirements as follows:

1. Add the following to Section 212.02 (j):
Elastomeric strip seal gland material shall be compatible with the existing steel anchorage assemblies.

SECTION 412 – Widening, Repairing, and Reconstructing Existing Structures

Amend SECTION 412.03 – Procedures as follows:

1. Replace Section 412.03 (e) with the following:
(e) **Blocking and Jacking Beams:** The Contractor shall submit to the Engineer for approval his method of jacking and blocking beams to replace bearings. Drawings and calculations shall be signed and sealed by a professional engineer licensed in the State of Virginia. Unless approved by the Engineer in writing, structures supported on jacks shall not be subjected to traffic loadings.

Amend SECTION 412.04 – Measurement and Payment as follows:

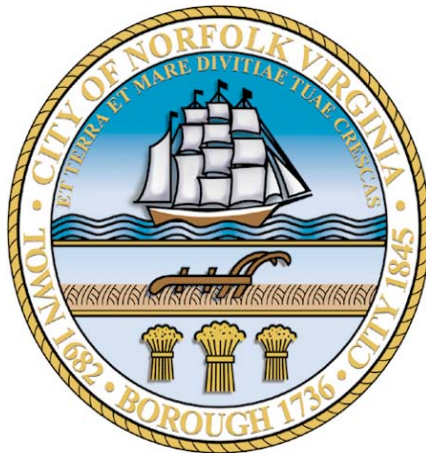
1. Replace **Jacking and blocking of beams** with the following:
Jacking and blocking of beams as required to complete bearing replacement, when a pay item, will be paid for on an each basis per beam end.

Appendix A

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

ROLAND PARK OVERPASS BRIDGE RAMP IMPROVEMENTS

SITE PLAN #12-0062
(Additive Alternate #1)



CITY OF NORFOLK, VIRGINIA

NOVEMBER 2012

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I. POLICY AND GENERAL PROCEDURES

It is the policy of the City of Norfolk (hereinafter referred to as the Owner) to secure authority to discharge storm water from land disturbing activities of one acre or greater (or 2,500 square feet or greater in Chesapeake Bay Preservation Act (CBPA) Areas) in full conformance with the storm water regulations of the Virginia Department of Conservation and Recreation (VDCR) as contained in 4 VAC 50-60-10 et seq. The Owner will secure appropriate coverage pursuant to these regulations.

The Contractor, and all subcontractors involved with grading, drainage, utilities or any other activity that disturbs site soil of one acre or greater (or 2,500 square feet or greater in Chesapeake Bay Preservation Act Areas) or who implement a pollutant control measure identified in the Storm Water Pollution Prevention Plan (SWPPP), must comply with the requirements of the Virginia Storm Water Management Program (VSMP) as contained in the VDCR VSMP storm water general permit and implementing regulations (4 VAC 50-60-10 et. seq.) and the erosion and sediment control requirements of the VDCR as published in the Virginia Erosion and Sediment Control Handbook (current edition). These requirements are as follows:

- A. The Contractor will file a complete Registration Statement for coverage under a VSMP general permit for storm water discharges from construction activities with the Virginia Department of Conservation and Recreation and verification of coverage received from the Department of Conservation and Recreation *prior to* the commencement of land disturbing activities exceeding the thresholds noted above. The appropriate filing fee (as outlined below) in check form made out to "Treasurer of Virginia," must be submitted to the Department of Conservation and Recreation, Division of Finance, Accounts Payable before the general permit will be issued. The fees, payable by the Owner, are as follows:
- Greater than 2,500 ft, but less than one acre: \$200
 - Between one and five acres: \$450
 - Five acres or greater: \$750

Remit the General Permit Fee Form with a copy of the Registration Statement to:

Department of Conservation and Recreation
Division of Finance, Accounts Payable
ATTN: Storm Water Permits
203 Governor Street
Richmond, Virginia 23219

Send the General Permit Registration Statement with a copy of the Fee Form and fee check to:

Department of Conservation and Recreation
Storm Water Permitting
203 Governor Street, Suite 206
Richmond, Virginia 23219

- B. A copy of the Registration Statement for coverage under the general permit for storm water discharges from construction activities as well as the actual general permit when issued by the VDCR shall be maintained by the Contractor for inspection at the construction site. Land disturbing activities cannot commence until verification of coverage is received by the Contractor from VDCR.
- C. A complete copy of the SWPPP, including copies of all inspection reports, plan revisions, etc., must be retained by the Contractor at the project site at all times during working hours and kept in the Owner's permanent project records for at least three years following submission of the Notice of Termination (NOT).
- D. The Contractor must provide names and addresses of all subcontractors working on this project who will be involved with all construction activities that disturb site soil. This information must be kept with this SWPPP.
- E. The Contractor and all subcontractors involved with land disturbing for this project must sign a copy of the appropriate certification statement included in Appendix B which will be incorporated into the construction contract.
- F. As described below, the Contractor shall conduct regular inspections to determine effectiveness of the SWPPP. The SWPPP shall be modified by the Contractor as needed to prevent pollutants from discharging from the site. The Contractor's inspector must meet the definition of "Qualified Personnel" as contained in the Virginia Storm Water Management Program regulations:
 - A Virginia licensed professional engineer; or,
 - Virginia Certified Responsible Land Disturber; or,
 - Other person who holds a certificate of competency from the Virginia Soil and Water Conservation Board in the area as an erosion and sediment control inspector or erosion and sediment control combined administrator.

Additionally, the Contractor's inspector must either be someone empowered to implement modifications to this SWPPP and the pollutant control devices, if needed, in order to increase effectiveness to an acceptable level, or someone with the authority to cause such things to happen.

This SWPPP shall be updated each time there are modifications to the pollutant prevention system or a change of Contractors working on the project that disturbs site soil. The Contractor shall notify the Owner before these modifications are implemented, unless immediate Contractor action is necessary to prevent unauthorized discharges. If immediate Contractor action is needed, then the Contractor shall notify the Owner of the action as soon as practicable.

- G. This SWPPP, including site maps, must be amended as necessary during the course of construction in order to keep them current with the pollutant control measures utilized at the site. Amending the SWPPP does not mean that it has to be reprinted. It is acceptable to add addenda, sketches, new sections, and/or revised drawings. Site maps may be marked up by hand reflecting changes in site conditions and location of storm water pollution prevention measures that have been added, removed or relocated and a date of each change.
- H. Discharge of petroleum, oil, lubricants or other hazardous substances with storm water is subject to reporting and cleanup requirements. In general, all petroleum, oil, lubricants or other hazardous substances spilled on site must be cleaned up and disposed of in accordance with state and federal regulations. Spills of solid materials (powders, mixes, granules) shall be cleaned up, placed in a sealed container and disposed of in accordance with state and federal regulations. All costs associated with the cleanup and disposal of solid materials to soil shall be borne by the contractor.

For liquid spills to soil of less than 25 gallons, the Contractor shall notify the Owner immediately, shall clean up the spilled material completely and then fill out and retain a spill report form found in Appendix H. The Contractor shall be responsible for all costs associated with required clean-up activities including disposal costs.

For liquid spills of 25 gallons or more of petroleum, oil, lubricants or other hazardous substances to soil, the Contractor shall notify the Owner immediately, shall clean up the spilled material completely and then fill out and retain a spill report form found in Appendix H. The Owner shall notify the DCR and DEQ in accordance with Part III.G of the VSMP General Permit. The Contractor shall be responsible for all costs associated with required clean-up activities including disposal costs. The Owner shall notify the DCR and DEQ within 24 hours discovery of the spill in accordance with Part III.G of the VSMP General Permit. The Contractor shall supply the Owner with any information requested regarding the spill event and shall cooperate fully with any site inspections by the Owner or other regulatory agencies.

For spills of any amount of petroleum, oil, lubricants or other hazardous substances to the storm sewer system or to state waters or wetlands, the Contractor shall notify the Owner immediately and take such measures as necessary to immediately stop the discharge of the material to the storm sewer

system, state waters or wetlands. The Owner shall then notify DCR and DEQ immediately upon discovery of the spill in accordance with Part III.G of the VSMP General Permit. The Contractor shall furnish all equipment and manpower requested by the Owner or regulatory agencies to clean up the spilled material and shall supply the Owner with any information requested regarding the spill event and shall cooperate fully with the Owner or other regulatory agencies during and after the cleanup activities. The Contractor shall then fill out and retain a spill report form found in Appendix H.

Refer to Part III.G of the VSMP General Permit for additional information on spilled materials. Copies of the VSMP General Permit and the Registration Statement forms are available on the Department of Conservation and Recreation web site (www.dcr.virginia.gov/sw/vsmp.htm).

- I. Once the site reaches final stabilization, the Contractor shall complete and submit two copies of the NOT form for activities on site. This form is included as Appendix D. If a section or phase of the project reaches final stabilization prior to the entire project reaching final stabilization, then that section may be clearly marked on the site plans and the date of final stabilization recorded in the SWPPP. Areas so marked are no longer required to be inspected as a part of permit compliance.
- J. This SWPPP is intended to control water-borne and liquid pollutant discharges by some combination of interception, filtration, and containment. The Contractor and all subcontractors implementing this SWPPP shall remain alert to the need to periodically refine and update the SWPPP in order to accomplish the intended goals.
- K. A record of the dates when land disturbing activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be maintained by the Contractor until the NOT is filed. A log for keeping such records is included in the Appendices. A different form for the log may be substituted if it is found to be more useful; such replacement forms must be approved in writing by the Owner prior to its use.

II. INTRODUCTION

This SWPPP has been prepared for land disturbing activities associated with the construction Roland Park Overpass Bridge Ramp Improvements, Site Plan # 12-0062, in Norfolk, Virginia. This SWPPP includes the elements necessary to comply with the Storm Water General Permit issued by the VDCR under the VSMP and all local governing agency requirements. This SWPPP shall be implemented at the start of construction.

Construction phase pollutant sources anticipated at the site are:

- Disturbed (bare) soil
- Vehicle fuels and lubricants
- Asphalt and asphalt pavement waste

Without adequate control there is the potential for each type of pollutant to be transported by storm water.

The project will consist of the following basic activities:

- Site Grading
- Paving Work
- Installation of storm water drainage systems

Specifically the project will consist of evaluating the geometry and widening the pavement located within the radii for all four entrance/exit ramps at Tidewater Drive and the railroad tracks. The pavement will be widened to the inside of the clover leafs and the guardrail will be replaced. One existing drainage inlet will be relocated.

Purpose

A major goal of pollution prevention efforts during project construction is to control soil and pollutants that originate on the site and prevent them from flowing to surface waters of the Commonwealth. The purpose of this SWPPP is to provide requirements for achieving that goal. A successful pollution prevention program also relies upon careful inspection and adjustments during the construction process in order to enhance its effectiveness.

A. Scope

This SWPPP must be implemented when land disturbing activities begin on the site. This SWPPP will be made available for public inspection upon request during normal business hours at Public Works / Engineering for the term of the permit authorization for the site.

The SWPPP Construction Site Notice and copy of the permit coverage letter received from DCR must be posted conspicuously and readable from a public right-of-way at the job site. The Contractor is responsible for all costs associated with the posting and maintenance of the SWPPP Construction Site Notice and DCR coverage verification.

This SWPPP primarily addresses the impact of storm rainfall and runoff on areas of the ground surface disturbed during the construction process. In addition, there are recommendations for controlling other sources of pollution that could accompany the major construction activities. This SWPPP will terminate when

disturbed areas are stabilized, construction activities covered herein have ceased, and a completed NOT is submitted to the VDCR. Termination becomes effective at midnight on the date the NOT is filed.

Forms required to implement the SWPPP are included in the Appendices to this document.

The VSMP General Permit for Storm Water Discharges from Construction Activities prohibits most non-storm water discharges during the construction phase. Allowable non-storm water discharges that may occur during construction on this project, which would therefore be covered by the General Permit, include:

1. Discharges from fire-fighting activities
2. Fire hydrant flushings
3. Water used to wash vehicles where detergents are not used
4. Water used to control dust
5. Potable water sources, including uncontaminated waterline flushings
6. Routine external building wash down which does not use detergents
7. Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used
8. Uncontaminated air conditioning or compressor condensate
9. Uncontaminated ground water or spring water
10. Foundation or footing drains where flows are not contaminated with process materials such as solvents
11. Uncontaminated excavation dewatering
12. Landscape irrigation

The techniques described in this SWPPP focus on providing control of pollutant discharges with practical approaches that utilize readily available expertise, materials, and equipment.

III. PROJECT DESCRIPTION

Described below are the land disturbing construction activities that are the subject of this SWPPP. They are presented in the order (or sequence) they are expected to begin, but each activity will not necessarily be completed before the next begins. Also, these activities could occur in a different order if necessary to maintain adequate erosion and sedimentation control:

- A. Roland Park Overpass Bridge Ramp Improvements will provide a wider pavement section for the inside radii for all four entrance/exit ramps at Tidewater Drive and the railroad tracks. The guardrail will be replaced.
- B. The sequence of construction and the installation of the erosion control measures are located on Sheet C13 of the plan set.
- C. These improvements result in approximately 0.34 acres of land disturbance.
- D. The existing, pre-construction, vegetation at the site consists of turf grass.
- E. There are no anticipated potential pollution sources from the project, other than soil erosion and sedimentation from construction activities. Other potential pollution sources include release of petroleum products from vehicle fueling. These sources represent a small risk for major release of pollutants into the environment.
- F. The receiving water for the project is Wayne Creek (Lafayette River - Upper).
- G. The approved plan set contains a site map containing the following features:
 - 1. Drainage patterns and approximate slopes anticipated after grading
 - 2. Areas of soil disturbance and areas to remain undisturbed
 - 3. Location of major structural and non-structural controls
 - 4. Location of areas where stabilization practices are expected to occur including types of vegetation
 - 5. All surface waters and wetlands
 - 6. There are no offsite storage areas associated with this project
 - 7. There are no additional locations of other potential sources of pollution associated with this project

It shall be the responsibility of the Contractor to denote on the SWPPP site maps the locations of any on-site vehicle fueling activities, equipment maintenance areas, concrete washout areas, mason's work areas, portable toilets, dumpsters, chemical storage areas, and material stockpiles to reflect current site conditions. As these areas are added, relocated or removed, the site maps shall be updated by the Contractor accordingly.

The actual schedule for implementing pollutant control measures will be determined by project construction progress. Down slope protective measures must always be in place before soil is disturbed.

IV. SITE DESCRIPTION

Included as part of this SWPPP in Appendix F are selected project construction drawings. Please refer to them for detailed site information.

- A. Site Location – The Site is located at the Roland Park overpass bridge ramps on Tidewater Drive—the surrounding land use is primarily residential and commercial; the closest body of water is Wayne Creek.
- B. Site Topography and Coverage – The site is located entirely within the City right-of-way on the elevated entrance/exit ramps to Tidewater Drive.
- C. Rainfall Information – The average annual rainfall for Virginia is 42.8 inches. A rain gauge shall be installed on site to determine if an inspection triggering rainfall event has occurred. An inspection “triggering rainfall event” is rainfall that equals or exceeds one half inch (0.5”) in a 24-hour period at the construction site.
- D. Site Soils – Soils information is provided within the Geotechnical Report.
- E. Total Area and Disturbed Area – 0.34 acres.
- F. Quality of Receiving Surface Waters and/or Wetlands – The project site drains to Wayne Creek (Lafayette River – Upper). The DEQ List of Impaired Waters Map indicates the impairment for this waterway to be PCB in fish, Dissolved Oxygen, and Enterococcus. There are no anticipated sources for a discharge of these pollutants associated with this project. Soil erosion and sediment control protection will be installed during all land disturbing activities which should also serve to reduce bacteria loading.
- G. Site Vegetation – Lawn turf.
- H. No critical habitat is located within the project limits.

- I. Erosion Control Plan – Erosion and sediment control measures are shown on Sheets C5 and C6 of the Site Plan. Erosion Control Details are provided on Sheet C4.
- J. Permanent Storm Water Controls – Post-construction storm water management facilities include concrete pipe conveyance to the existing storm drainage system.

V. STORM WATER POLLUTION PREVENTION MEASURES & CONTROLS

A variety of storm water pollutant controls (Best Management Practices) are recommended for this project. These controls are reflected in the Erosion and Sediment Control Plans enclosed herein as Appendix F. Some controls are intended to function temporarily and will be used as needed for pollutant control during the construction period. These include temporary sediment barriers such as silt fence, a rock construction entrance, and inlet protection. For most disturbed areas, permanent stabilization will be accomplished by covering the soil with pavement and/or vegetation.

A. Erosion and Sediment Controls

- 1. Short-and Long-Term Goals – All erosion and sediment control measures have been selected, designed and are to be installed in accordance with the Virginia Erosion and Sediment Control Law and Regulations. The short-term goal of construction phase stabilization is to minimize the loss of sediment to adjacent waters during construction. The long-term goal is to minimize the loss of sediment from the project once constructed by permanent soil stabilization.
- 2. Soil Stabilization – The purpose of soil stabilization is to prevent soil from leaving the site. In the natural condition, soil is stabilized by existing vegetation. The primary technique to be used at this project for stabilizing site soil will be to provide a protective cover of turf grass and pavement.
 - a) Temporary Seeding – Within seven (7) days after construction activity ceases on any particular area, all disturbed ground where there will not be construction for longer than thirty (30) days must be seeded with fast-germinating temporary seed suited for the particular climate/season and protected with mulch. Temporary seeding shall be in conformance with the project plans.
 - b) Permanent Seeding or Sodding – All areas at final grade must be seeded or sodded within seven (7) days after completion of the land disturbance activity. Seeded areas shall be protected

with mulch. Permanent seeding or Sodding shall be in conformance with the project plans.

- c) Structural Controls – Storm water runoff is to be structurally controlled as depicted on Plan Sheets C4- C8 of the plan set. Structural practices include tree protection, silt fence, inlet protection, and temporary construction entrance. Structural controls shall be keyed to land disturbing activities especially on sites with significant topography and shall be completely installed prior to commencement of such land disturbing activities.
- d) Final Stabilization – Final stabilization is not considered established until a ground cover is achieved that is uniform, mature enough to survive, and will inhibit erosion. The Contractor shall stabilize all exposed earth areas with permanent vegetation.

B. Storm Water Management Controls

- 1. All storm water will be addressed by the existing storm drainage system. There is no change between the existing and proposed drainage patterns.

C. Construction Phase "Best Management Practices"

Control of sediments has been described previously. Other aspects of this SWPPP are listed below: (Cross check against E&S plan).

- 1. Dust Control – Construction traffic must enter and exit the site at the stabilized construction entrance. The purpose is to trap dust and mud that would otherwise be carried off-site by construction traffic. Dust control shall be provided by the Contractor to a degree that is acceptable to the Owner, and in compliance with applicable local and state dust control regulations. After construction, the site will be stabilized (as described elsewhere), which will reduce the potential for dust generation.
- 2. Effluent from de-watering activities must be filtered or passed through an approved sediment trapping device, or both, before being discharged from the site. No contaminated effluent or groundwater may be discharged to state waters or wetlands or the Owner's storm drain system without a separate VPDES discharge permit from the VDEQ. Such permit shall be obtained by the Owner, or if directed by the Owner, by the Contractor prior to discharge. No dewatering effluent may be discharged to the sanitary system by the Contractor without prior written authorization of the Owner and the Hampton Roads Sanitation District (HRSD). The Owner shall obtain required approvals from the HRSD, or if directed by

the Owner, the Contractor shall obtain required approvals from HRSD, prior to any discharge to the sanitary sewer system. The Contractor is responsible for complying with all effluent and/or flow limitations contained in any permits secured relating to dewatering discharges.

3. Solid Waste Disposal – No solid materials, including building materials, are allowed to be discharged from the site with storm water. All solid waste, including disposable materials incidental to the major construction activities, must be collected, removed from the site, and disposed of in a legal manner. The locations of solid waste collection containers must be shown on the SWPPP site maps.
4. Sanitary Facilities – All personnel involved with construction activities must comply with state and local sanitary or septic system regulations. Temporary sanitary facilities where provided at the site throughout the construction phase must be utilized by all construction personnel and shall be serviced by a commercial operator when provided. Their location must be shown on the SWPPP site maps if installed on site.
5. Water Source – Non-storm water components of site discharge must be clean water. Water used for construction which discharges from the site must originate from a public water supply or private well approved by the Virginia Department of Health. Water used for construction that does not originate from an approved public supply must not discharge from the site.

D. Construction Phase "Best Management Practices"

During the construction phase, the Contractor shall implement the following measures where appropriate:

1. Material resulting from clearing and grubbing shall be stockpiled up slope from adequate sedimentation controls or hauled off-site. All soil stockpile areas shall be annotated on the SWPPP site plans in Appendix F.
2. All soil stockpile areas shall be maintained sufficiently far from water bodies, wetlands, storm water inlets, and storm water conveyances to minimize sediment release to these features and shall be adequately protected from erosion in accordance with Virginia Erosion and Sediment Control Minimum Standard 2 to preclude migration of sediments into these features.
3. The Contractor shall designate areas for equipment cleaning, maintenance, and repair. The Contractor and subcontractor(s) shall utilize those areas. The areas shall be protected by a temporary perimeter berm or filter fabric.

4. Use of detergents for large scale washing is prohibited (e.g., vehicles, buildings, pavement surfaces, etc.).
5. Chemicals, paints, solvents, fertilizers, and other toxic material must be stored in waterproof containers. Except during application, the contents must be kept locked in trucks or within locked storage facilities. Runoff containing such material must be collected, removed from the site, treated, and disposed at an approved solid waste or chemical disposal facility.
6. All on-site fuel tanks shall have fill ports and hose nozzles secured by a lock provided and used by the Contractor at the end of each work day. Each fuel tank shall be of double walled construction or placed in a containment basin designed to hold 110% of the contents of the tank, or both and shall have spill cleanup materials accessible to personnel using filling the tank or dispensing product from the tank.

E. Spill Response Activities

Spills of petroleum, oil, lubricants or other hazardous substances with storm water are subject to documentation, reporting and cleanup requirements. All petroleum, oil, lubricants or other hazardous substances spilled on site must be cleaned up and disposed of in accordance with state and federal regulations. Spills of solid materials (powders, mixes, granules) shall be cleaned up, placed in a sealed container and disposed of in accordance with state and federal regulations. All costs associated with the cleanup and disposal of solid materials to soil shall be borne by the contractor.

For liquid spills to soil of less than 25 gallons, the Contractor shall notify the Owner immediately, shall clean up the spilled material completely and then fill out and retain a spill report form found in Appendix H. The Contractor shall be responsible for all costs associated with required clean-up activities including disposal costs.

For liquid spills of 25 gallons or more of petroleum, oil, lubricants or other hazardous substances to soil, the Contractor shall notify the Owner immediately, shall clean up the spilled material completely and then fill out and retain a spill report form found in Appendix H. The Owner shall notify the DCR and DEQ in accordance with Part III.G of the VSMP General Permit. The Contractor shall be responsible for all costs associated with required clean-up activities including disposal costs. The Owner shall notify the DCR and DEQ within 24 hours discovery of the spill in accordance with Part III.G of the VSMP General Permit. The Contractor shall supply the Owner with any information requested regarding the spill event and shall cooperate fully with any site inspections by the Owner or other regulatory agencies.

For spills of any amount of petroleum, oil, lubricants or other hazardous substances to the storm sewer system or to state waters or wetlands, the Contractor shall notify the Owner immediately and take such measures as necessary to immediately stop the discharge of the material to the storm sewer system, state waters or wetlands. The Owner shall then notify DCR and DEQ immediately upon discovery of the spill in accordance with Part III.G of the VSMP General Permit. The Contractor shall furnish all equipment and manpower requested by the Owner or regulatory agencies to clean up the spilled material and shall supply the Owner with any information requested regarding the spill event and shall cooperate fully with the Owner or other regulatory agencies during and after the cleanup activities. The Contractor shall then fill out and retain a spill report form found in Appendix H.

Refer to Part III.G of the VSMP General Permit for additional information on spilled materials. Copies of the VSMP General Permit and the Registration Statement forms are available on the Department of Conservation and Recreation web site (www.dcr.virginia.gov/sw/vsmp.htm). To notify DCR of a spill, call (757) 925-2392. To notify DEQ of a spill call the Pollution Reporting and Environmental Response (PREP) number (757) 518-2077.

VI. LOCAL PLANS

In addition to this SWPPP, construction activities associated with this project must comply with all additional requirements set forth by the City of Norfolk.

VII. INSPECTIONS AND SYSTEM MAINTENANCE

The purpose of site inspections is to assess performance of pollutant controls. The inspections shall be conducted by the Contractor's designated E&S inspector. The Contractor's inspector must meet the definition of "Qualified Personnel" as contained in the Virginia Storm Water Management Program regulations:

- A Virginia licensed professional engineer; or,
- Virginia certified Responsible Land Disturber; or,
- Other person who holds a certificate of competency from the Virginia Soil and Water Conservation Board in the area as an erosion and sediment control inspector or erosion and sediment control combined administrator.

Additionally, the Contractor's inspector must either be someone empowered to implement modifications to this SWPPP and the pollutant control devices, if

needed, in order to increase effectiveness to an acceptable level, or someone with the authority to cause such things to happen.

If deficiencies in the erosion and sediment control measures are determined, they shall be recorded on the inspection form by the Contractor and corrective action shall be initiated by the Contractor within the time frame specified below.

Between the time this SWPPP is implemented and final site stabilization is achieved, all disturbed areas and pollutant controls must be inspected at the following intervals:

- not less than once every fourteen (14) calendar days and
- within forty-eight (48) hours following an inspection triggering rainfall event. An inspection “triggering event” is rainfall equaling or exceeding one half inch (0.5”) as measured by the on-site rain gauge within a 24-hour period). The Contractor shall install a rain gauge at the site to determine site specific rainfall conditions.

Based on these inspections, the Contractor shall decide whether it is necessary to modify this SWPPP, add or relocate sediment barriers, or institute other actions required in order to prevent pollutants from leaving the site via storm water runoff. The Contractor has the duty to repair, modify, maintain, or supplement pollutant control measures and take other actions necessary to achieve effective pollutant control.

Examples of particular items to be evaluated during site inspections are listed below. This list is not intended to be comprehensive. During each inspection, the Owner’s and Contractor’s inspectors must evaluate overall pollutant control system performance, as well as the effectiveness of system components. Additional factors should be considered as appropriate to the circumstances.

- A. Locations where vehicles enter and exit the site must be inspected for evidence of off-site sediment tracking. A stabilized construction entrance will be constructed where vehicles enter and exit. This entrance will be maintained or supplemented as necessary to prevent sediment from leaving the site on vehicles. Sediment tracked onto public roadways must be shoveled or swept from the roadway and redeposited on site in a manner that minimizes its off-site release potential.
- B. Sediment barriers must be inspected and, if necessary, they must be enlarged or cleaned in order to provide additional capacity. All material excavated from behind sediment barriers shall be stockpiled on the up slope side of the barrier. Additional sediment barriers must be constructed as needed. Sediment must be removed from sediment traps and sediment basins when the design capacity has been reduced by 50%.

- C. Inspections will evaluate disturbed areas and areas used for storing materials that are exposed to rainfall for evidence of, or the potential for, pollutants entering the drainage system. If necessary, the materials must be covered or original covers must be repaired or supplemented. Also, protective berms must be constructed, if needed, in order to contain runoff from material storage areas.
- D. Grassed areas will be inspected to confirm that a healthy stand of grass is maintained. The site has achieved final stabilization when turf grass cover provides permanent stabilization of the soil surface exclusive of areas that have been paved or covered by building(s). Permanent stabilization is not considered established until a ground cover is achieved that is uniform, mature enough to survive, and will inhibit erosion.
- E. All discharge points must be inspected to determine whether erosion control measures are effective in preventing impacts to receiving waters.

Based on inspection results, any modification necessary to increase effectiveness of this SWPPP to an acceptable level shall be made by the Contractor within seven (7) calendar days of the inspection. All modifications to the SWPPP document and approved plan will be noted on the construction plans and communicated to the Owner's Inspector for the Owner's Inspector's written approval prior to implementation. The inspection reports must be completed entirely and additional remarks shall be included if needed to fully describe a situation. An important aspect of the inspection report is the description of additional measures that need to be taken to enhance plan effectiveness. The inspection report must identify whether the site was in compliance with the SWPPP at the time of inspection and specifically identify all incidents of non-compliance.

Inspection reports will be kept on file by the Owner as an integral part of this SWPPP for at least thirty-six (36) months following the month the Notice of Termination is filed with the VDCR.

It is the responsibility of the Contractor to ensure the adequacy of site storm water pollutant discharge controls. Physical site conditions, weather conditions, or Contractor practices may make it necessary to install more structural controls than are shown on the plans. (For example, localized concentrations of runoff could make it necessary to install additional sediment barriers.) Assessing the need for additional controls and implementing them or adjusting existing controls are key aspects of the effectiveness of this SWPPP until the site achieves final stabilization. The Owner shall be notified by the Contractor should a control fail, be bypassed, or otherwise be ineffective in maintaining sediments on-site and releasing sediment off-site. The Owner will provide notification to the VDCR and VDEQ in accordance with Part III. G. of the VSMP Storm Water General Permit, as necessary.

If it is determined by the Owner's Inspector that there has been an upset or bypass of the control measures resulting in a release of sediment to State waters, the Owner's Inspector shall report the bypass or upset to the Virginia Department of Conservation and Recreation, Suffolk Soil, and Water Conservation Office, via telephone at: 757-925-2392 or by fax at: 757-925-2388 and the Tidewater Regional Office of the Virginia Department of Environmental Quality (VDEQ) at: 757-518-2000 within 24 hours of discovery of the unanticipated bypass or upset.

Within five (5) days of making the verbal report to VDCR and VDEQ, a written report shall be submitted by the Owner, or the Contractor at the Owner's direction, containing:

- A description of the noncompliance and its cause
- The period of noncompliance, including exact dates and times
- If the noncompliance has not been corrected, the anticipated time it is expected to continue
- Steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance

APPENDICES

**APPENDIX A -VSMP REGISTRATION STATEMENT FOR COVERAGE
UNDER STORM WATER GENERAL PERMIT FOR
CONSTRUCTION ACTIVITIES AND STORM WATER
GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES
(VAR10)**

APPENDIX B -CONTRACTOR CERTIFICATION FORMS

APPENDIX C -INSPECTION REPORTS

APPENDIX D -NOTICE OF TERMINATION (NOT) FORM

**APPENDIX E -RECORD OF STABILIZATION AND CONSTRUCTION
ACTIVITY DATES**

**APPENDIX F -SELECTED APPROVED EROSION AND SEDIMENT CONTROL
SITE PLAN SHEETS**

APPENDIX G -SWPPP CONSTRUCTION SITE NOTICE

APPENDIX H – BLANK SPILL REPORT FORM

APPENDIX A

Registration Statement for Coverage under the VSMP General Permit for Storm Water

Discharge from Construction Activities Filed with VDCR

VSMP Permit Fee Form

Storm Water General Permit for Construction Activities (VAR10)

General Permit for Discharges of Stormwater from Construction Activities (VAR10)

Registration Statement

(Please Type or Print All Information)

1. **Construction Activity Operator** *(The permit will be issued to this operator, and the Certification in Item #13 must be signed by the appropriate person associated with this operator [see the instructions])*

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

2. **(Must be included for renewals of coverage only) Existing Permit Coverage #:** _____

3. **Location of Construction Activity**

Name: _____

Address: _____

Town, City, County: _____ State: _____ Zip: _____

Decimal degrees to the nearest 15 seconds : Latitude _____ Longitude _____

Location of all Offsite Support Activities to be Covered Under the Permit

Name: _____

Address: _____

Town, City, or County: _____ State: _____ Zip: _____

If street address unavailable: Latitude _____ Longitude _____

4. **Status of Activity:** Federal ☐ State ☐ Public ☐ Private ☐ (Check one only)

5. **The Nature of the Construction Activity** (e.g., commercial, industrial, residential, agricultural, oil and gas, etc.): _____

6. **Name of the Receiving Water(s):** _____

Hydrologic Unit Code (HUC): _____

(Receiving waters identified as impaired on the 2008 305(b)/303(d) Water Quality Assessment Integrated Report or for which a TMDL WLA has been established for stormwater discharges from a construction site shall be noted in an attached list.)

7. **If the discharge is through a Municipal Separate Storm Sewer System (MS4), the name of the municipal operator of the storm sewer:** _____

8. **Estimated Project Start Date (mm/dd/yyyy):** _____ **Estimated Project Completion Date (mm/dd/yyyy):** _____

9. **Total Land Area of Development** (to the nearest one-tenth acre): _____

Estimated Area to be Disturbed (to the nearest one-tenth acre): _____

10. **Is the area to be disturbed by the construction activity part of a larger common plan of development or sale?** Yes ☐ No ☐

11. **Are nutrient offsets intended to be acquired for this activity?** Yes ☐ No ☐ Under consideration ☐

12. **A stormwater pollution prevention plan (SWPPP) must be prepared in accordance with the requirements of the General Permit for Discharges of Stormwater from Construction Activities prior to submitting this Registration Statement. By signing this Registration Statement the operator is certifying that the SWPPP has been prepared.**

13. **Certification:** "I certify under penalty of law that I have read and understand this Registration Statement and that this document and all attachments were prepared in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Print Name: _____ Title: _____

Signature: _____ Date: _____

(Please sign in INK. The person signing this form must be associated with the operator identified in Item #1 above.)

Mail to: Department of Conservation and Recreation, Stormwater Permitting, 203 Governor Street, Suite 206 Richmond, VA 23219

INSTRUCTIONS for FORM DCR 199-146

General Permit Registration Statement - Construction Activity Stormwater Discharges

General

A Registration Statement must be submitted to the Department of Conservation and Recreation to register for coverage under the General Permit for Stormwater Discharges from Construction Activities.

Section 1 Construction Activity Operator Information

"Operator" means the owner or operator of any facility or activity subject to the Stormwater Management Act and regulations. In the context of stormwater associated with a large or small construction activity, operator means any person associated with a construction project that meets either of the following two criteria: (i) the person has direct operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications or (ii) the person has day-to-day operational control of those activities at a project that are necessary to ensure compliance with a stormwater pollution prevention plan for the site or other state permit conditions (i.e., they are authorized to direct workers at a site to carry out activities required by the stormwater pollution prevention plan or comply with other permit conditions).

The entities who are considered operators will commonly consist of the owner or developer of a project (the party with control of project specifications) and the general contractor (the party with day to day operational control of the activities at the project site which are necessary to ensure compliance with the state permit). Contractors and subcontractors who are under the general supervision of the general contractor are not considered operators and would not need to submit a registration statement. Give the legal name of the operator, do not use a colloquial name. Enter the complete address and phone number of the operator. **The permit will be issued to this operator.**

Section 2 Existing General Permit Coverage Number

For reapplications only, indicate the existing general permit coverage number for the project. This section does not need to be completed for initial applications for coverage for new projects.

Section 3 Location of Construction Activity Information

Enter the activity's official name and complete street address, including town, city or county, state and ZIP code.

If the site lacks a street address, enter the town, city or county and the latitude and longitude in degrees to the nearest 15 seconds of the approximate center of the site (example 37° 30' 15" N 77° 20' 15" W).

Location of Offsite Support Activities

This general permit also authorize stormwater discharges from support activities (e.g., concrete or asphalt batch plants, equipment staging yards, material storage areas, excavated material disposal areas, borrow areas) located on-site or off-site provided that: (a) The support activity is directly related to the construction site that is required to have general permit coverage for discharges of stormwater associated with construction activity; (b) The support activity is not a commercial operation serving multiple unrelated construction projects by different operators, and does not operate beyond the completion of the construction activity at the last construction project it supports; and (c) Appropriate control measures are identified in a stormwater pollution prevention plan and implemented to address the discharges from the support activity areas.

Provide the information required for each off-site support activity seeking coverage. If an off-site support activity is going to be covered by this permit the total land area of the off-site support activity and area to be disturbed by the off-site support activity need to be included in the Estimated Area to be Disturbed (Section 8).

Section 4 Status of Activity

Indicate the appropriate status (Federal, State, Public, or Private) of the activity.

Section 5 Nature of the Construction Project

Indicate the nature of the construction project (commercial, residential, agricultural, oil and gas, etc). This list is not all inclusive.

Section 6 Name of Receiving Water(s)

Enter the name of the receiving water(s) for all stormwater discharge(s), including any stormwater discharges from off-site support activities to be covered under the permit. Receiving waters identified as impaired on the 2008305(b)/303(d) Water Quality Assessment Integrated Report or for which a Total Maximum Daily Load (TMDL) Waste Load Allocation (WLA) has been established for stormwater discharges from a construction site shall be noted.

The Department of Conservation and Recreation reserves the right to request additional information not directly addressed by the Registration Statement if, in its discretion, a facility or operation poses a potential impact on water quality.

Hydrologic Unit Code (HUC) is a watershed unit established in the most recent version of Virginia's 6th order national watershed boundary dataset.

Section 7 Name of MS4 Operator

If the stormwater is discharged through a municipal separate storm sewer system (MS4), enter the name of the operator of the MS4. The name of the MS4 operator is usually the Town, City, County, Institute or Federal facility where the construction activity is located.

Section 8 Estimated Project Start Date

Enter the date (Month/Day/Year) the project is expected to start.

Estimated Project Completion Date

Enter the date (Month/Day/Year) the project is expected to be complete.

Section 9 Total Land Area of the Development

Enter the total area (to the nearest one tenth acre) of the development (meaning the total acreage of the larger common plan of development or sale). Include the total acreage of any offsite support activities to be covered under the general permit.

Estimated Area to be Disturbed

Enter an estimate of the total number of acres (to the nearest one tenth acre) to be disturbed. Include in the Estimated Area to be Disturbed the area of disturbance that will occur at off-site support activities to be covered under the permit.

Section 10 Larger Common Plan of Development or Sale

Indicate if the area to be disturbed by the construction activity is part of a larger common plan of development or sale. Larger common plan of development or sale defines a contiguous area where separate and distinct construction may be taking place at different times on different schedules. Plan is broadly defined as any announcement or documentation, including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, etc., or physical demarcation such as boundary signs, lot stake, and surveyor markings indicating that construction activities may occur.

Section 11 Nutrient Offsets

Indicate if nutrient offsets are intended to be acquired in accordance with §10.1-603.8:1 of the Code of Virginia. If the acquisition of offsets is being considered but is not certain, select "under consideration."

Section 12 A stormwater pollution prevention plan (SWPPP) must be prepared in accordance with the requirements of the General Permit for Discharges of Stormwater from Construction Activities prior to submitting this Registration Statement. By signing this Registration Statement the operator is certifying that the SWPPP has been prepared.

Section 13 Certification

The operator identified in Section 1 of this Registration Statement is responsible for certifying and submitting this Registration Statement. Please sign the form in INK. State statutes provide for severe penalties for submitting false information. State regulations require this Registration Statement to be signed as follows:

For a corporation: by a responsible corporate officer. For the purpose of this part, a responsible corporate officer means: (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy-making or decision-making functions for the corporation; or (ii) the manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long-term compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

For a partnership or sole proprietorship: by a general partner or the proprietor, respectively.

For a municipality, state, federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this part, a principal executive officer of a public agency includes: (i) the chief executive officer of the agency or (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.

**DEPARTMENT OF CONSERVATION AND RECREATION CONSTRUCTION ACTIVITY OPERATOR
PERMIT FEE FORM**

Instructions:

Applicants for a Construction Activity Individual Permit are required to pay permit application fees. Fees are also required for registration coverage under a Construction Activity General Permit. Fees must be paid when applications for state permit issuance or modification are submitted. Applications will be considered incomplete if the proper fee is not paid and will not be processed until the fee is received.

The fee schedule for state permits is included with this form. Fees for state permit issuance, reissuance, modification, maintenance, and reinspection are included. Once you have determined the fee for the type of application you are submitting, complete this form. The original copy of the form and your check or money order payable to "Treasurer of Virginia" should be mailed to:

Department of Conservation and Recreation
Division of Finance, Accounts Payable
600 East Main Street, 24th Floor
Richmond, Virginia 23219

A copy of the form and a copy of your check or money order should accompany the permit registration statement (application). You should retain a copy for your records. Please direct any questions regarding this form or fee payment to SWMESquestions@dcr.virginia.gov.

Construction Activity Operator:

Name: _____ FIN: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Daytime Phone Number: (____) _____ - _____

Name and Location of Construction Activity:

Name: _____

Town, City, or County: _____

Type of State Permit (from Fee Schedule):

_____ Construction Activity Individual Permit _____ Construction Activity General Permit

Type of Action: _____ New Issuance _____ Reissuance _____ Reinspection
 _____ Modification _____ Maintenance

Amount of Fee Submitted (from Fee Schedule): _____

Existing Permit Number (if applicable): _____

FOR DCR USE ONLY

Date: _____ DC #: _____

Construction Activity Permit Fee Schedule

A. Individual Permits. Applications for issuance of new Construction Activity individual permits, and for permittee initiated major modifications that occur (and become effective) before the specified state permit expiration date. [NOTE: Individual Construction Activity permittees pay an Annual State Permit Maintenance Fee instead of a reapplication fee. The permittee is billed separately by DCR for the State Annual Permit Maintenance Fee.]

TYPE OF STATE PERMIT	ISSUANCE	MODIFICATION
Construction Stormwater Individual	\$15,000	\$0

B. Registration Statements for Construction Activity General Permit Coverage. The fee for filing a state permit application (registration statement) for coverage under a Construction Activity general permit issued by the Board is as follows:

TYPE OF STATE PERMIT	ISSUANCE
Construction General / Stormwater Management - Phase I Land Clearing ("Large" Construction Activity - Sites or common plans of development or sale equal to or greater than 5 acres)	\$750
Construction General / Stormwater Management - Phase II Land Clearing ("Small" Construction Activity - Sites or common plans of development or sale equal to or greater than 1 acre and less than 5 Acres)	\$450
Construction General / Stormwater Management - Sites equal to or greater than 2,500 square feet of land disturbance and less than 1 acre in designated Chesapeake Bay Preservations Area and not part of a common plan of development or sale. (Fee valid until July 1, 2014)	\$200

C. Permit Maintenance Fees.

TYPE OF STATE PERMIT The annual permit maintenance fees apply to each state permit identified below, including expired permits that have been administratively continued.	MAINTENANCE
General / Stormwater Management - Phase I Land Clearing ("Large" Construction Activity - Sites or common plans of development equal to or greater than 5 acres)	\$0
General / Stormwater Management - Phase II Land Clearing ("Small" Construction Activity - Sites or common plans of development equal to or greater than 1 acre and less than 5 Acres)	\$0
Construction General / Stormwater Management – Small construction Activity/Land Clearing (Sites within designated areas of Chesapeake Bay Act localities with land disturbance acreage equal to or greater than 2,500 square feet and less than one acre)	\$0
Individual Permit for Discharges from Construction Activities	\$3,000

D. Reinspection Fee. The reinspection fee is required to be paid when the Department is required conduct a follow-up inspection based upon the findings of a previous inspection.

TYPE OF FEE	REINSPECTION
Construction Activity Reinspection	\$125

APPENDIX B

CONTRACTOR CERTIFICATION FORMS

CONTRACTOR CERTIFICATIONS

Roland Park Overpass Bridge Ramp Improvements Site Plan # 12-0062 Norfolk, Virginia

The Contractor and subcontractor(s) that will implement the pollutant control measures described in the SWPPP must be identified below. Each must sign a statement certifying that they understand the VSMP general permit authorizing storm water discharges during construction. These statements must be maintained in the SWPPP file on site.

Contractor or subcontractor implementing the SWPPP:

Business Name

Business Address

Business Telephone Number

Activities contractor or subcontractor responsible for:

CERTIFICATION:

"I certify under penalty of law that I understand the terms and conditions of the VSMP General Permit for Discharges of Storm water from Construction Activities (VAR 10) and the SWPPP that authorizes storm water discharges associated with land disturbing activities from the construction site identified as part of this certification."

Signature

Date

Printed Name

CONTRACTOR CERTIFICATIONS

Roland Park Overpass Bridge Ramp Improvements Site Plan # 12-0062 Norfolk, Virginia

The Contractor and subcontractor(s) that will implement the pollutant control measures described in the SWPPP must be identified below. Each must sign a statement certifying that they understand the VSMP general permit authorizing storm water discharges during construction. These statements must be maintained in the SWPPP file on site.

Contractor or subcontractor implementing the SWPPP:

Business Name

Business Address

Business Telephone Number

Activities contractor or subcontractor responsible for:

CERTIFICATION:

"I certify under penalty of law that I understand the terms and conditions of the VSMP General Permit for Discharges of Storm water from Construction Activities (VAR 10) and the SWPPP that authorizes storm water discharges associated with land disturbing activities from the construction site identified as part of this certification."

Signature

Date

Printed Name

CONTRACTOR CERTIFICATIONS

Roland Park Overpass Bridge Ramp Improvements Site Plan # 12-0062 Norfolk, Virginia

The Contractor and subcontractor(s) that will implement the pollutant control measures described in the SWPPP must be identified below. Each must sign a statement certifying that they understand the VSMP general permit authorizing storm water discharges during construction. These statements must be maintained in the SWPPP file on site.

Contractor or subcontractor implementing the SWPPP:

Business Name

Business Address

Business Telephone Number

Activities contractor or subcontractor responsible for:

CERTIFICATION:

"I certify under penalty of law that I understand the terms and conditions of the VSMP General Permit for Discharges of Storm water from Construction Activities (VAR 10) and the SWPPP that authorizes storm water discharges associated with land disturbing activities from the construction site identified as part of this certification."

Signature

Date

Printed Name

CONTRACTOR CERTIFICATIONS

Roland Park Overpass Bridge Ramp Improvements Site Plan # 12-0062 Norfolk, Virginia

The Contractor and subcontractor(s) that will implement the pollutant control measures described in the SWPPP must be identified below. Each must sign a statement certifying that they understand the VSMP general permit authorizing storm water discharges during construction. These statements must be maintained in the SWPPP file on site.

Contractor or subcontractor implementing the SWPPP:

Business Name

Business Address

Business Telephone Number

Activities contractor or subcontractor responsible for:

CERTIFICATION:

"I certify under penalty of law that I understand the terms and conditions of the VSMP General Permit for Discharges of Storm water from Construction Activities (VAR 10) and the SWPPP that authorizes storm water discharges associated with land disturbing activities from the construction site identified as part of this certification."

Signature

Date

Printed Name

APPENDIX C

SAMPLE INSPECTION REPORT

CONSTRUCTION SITE STORM WATER GENERAL PERMIT LAND

DISTURBANCE INSPECTION REPORT

Project Name: _____ Site Plan#: _____

Location: _____

Contractor/Operator: _____ Anticipated Completion Date: _____

Inspection Date/Time: _____ Inspector: _____

Inspector DCR Certification Type/# _____ Weather: _____

Stage of Construction: _____ Pre-Construction Conference _____ Clearing and Grubbing
_____ Rough Grading _____ Finish Grading _____ Construction of SWM Facilities _____ Maintenance
of SWM _____ Final Stabilization _____ Excavation _____ Other Land Disturbance Activity – please
specify: _____

Reason for Inspection: _____ Regular _____ Pre-Storm Event _____ During Storm Event
_____ Post-Storm Event

Has a sediment discharge occurred since the last inspection? YES/NO

Is the site in compliance? YES/NO

ITE M #	POLLUTANT CONTROL	IMPLEMENTED	IN COMPLIANCE	DATE CORRECTED	ACTION TO BE TAKEN/NOTES
1	SWPPP located on-site with all E&S changes documented?	YES/NO/NA	YES/NO/NA		
2	Construction entrance	YES/NO/NA	YES/NO/NA		
3	Sediment barriers	YES/NO/NA	YES/NO/NA		
4	Storage/ disposal areas	YES/NO/NA	YES/NO/NA		
5	Sediment traps	YES/NO/NA	YES/NO/NA		
6	Check dams	YES/NO/NA	YES/NO/NA		
7	Inlet protection	YES/NO/NA	YES/NO/NA		
8	Silt Fence	YES/NO/NA	YES/NO/NA		
9	Diversion Dike(s)	YES/NO/NA	YES/NO/NA		
10	Tree Protection	YES/NO/NA	YES/NO/NA		
11	Temporary stabilization of denuded areas?	YES/NO/NA	YES/NO/NA		
12	Stockpiles stabilized or BMPs in place?	YES/NO/NA	YES/NO/NA		

13	Permanent stabilization provided within 14 days of activity?	YES/NO/NA	YES/NO/NA		
14	Is permanent stabilization adequate?	YES/NO/NA	YES/NO/NA		
15	Turbidity curtains installed and maintained?	YES/NO/NA	YES/NO/NA		
16	Public roadways free of debris?	YES/NO/NA	YES/NO/NA		
17	Discharge points free of sediment deposits at receiving waters?	YES/NO/NA	YES/NO/NA		
18	Natural resources protected with BMPs?	YES/NO/NA	YES/NO/NA		
19	Trash/Litter collected & dumpsters covered?	YES/NO/NA	YES/NO/NA		
20	Vehicle and equipment fueling, cleaning, & maintenance areas free of spills, leaks, and other deleterious material?	YES/NO/NA	YES/NO/NA		
21	Fuel tanks in accordance with SWPPP, permit, containment and spill control requirements?	YES/NO/NA	YES/NO/NA		
22	Any spills since last inspection?	YES/NO/NA	YES/NO/NA		
23	Washout facilities clearly marked and maintained?	YES/NO/NA	YES/NO/NA		
24	Wash water dewatering discharges properly controlled?	YES/NO/NA	YES/NO/NA		
25	Dewatering structures/sediment trapping devices in place?	YES/NO/NA	YES/NO/NA		
26	Are all applicable regulations for working in or crossing live watercourses being met?	YES/NO/NA	YES/NO/NA		
27	Are utility trenches stabilized properly?	YES/NO/NA	YES/NO/NA		
28	Have all temporary control structures that are no longer needed been removed?	YES/NO/NA	YES/NO/NA		
29	Have all control structure repairs and sediment removal been performed?	YES/NO/NA	YES/NO/NA		
30	Is a sign located near the site entrance displaying the permit cover letter?	YES/NO/NA	YES/NO/NA		
31	Is a rain gauge located on-site?	YES/NO/NA	YES/NO/NA		

CORRECTIVE ACTIONS TO BE TAKEN: (Explain each "NO" circled above)

COMMENTS:

Based on the results of the inspection, if any existing controls need modified, or if any new controls need to be installed, implementation shall be *completed before the next anticipated storm event or within 7 calendar days* of inspection. This report will be kept on file by the City of Norfolk on behalf of the Contractor as part of the Storm Water Pollution Prevention Plan for at least **3 years** from the date of completion and submission of the Notice of Termination.

Notice Given To: _____ Date/Time: _____
Name/Title

Notice Given By: _____
Name/Title/Department

Corrective Actions Performed
by Contractor: _____
Name/Title/Date

Corrective Actions Accepted
By Inspector: _____
Name/Title/Department/Date

Corrective Actions Accepted
By Project Manager: _____
Name/Title/ Department/Date

APPENDIX D NOTICE OF TERMINATION

Two copies of the Notice of Termination shall be completed by the Contractor when construction activities that disturb site soil have been completed and the site has achieved final stabilization. In addition, a list of permanent storm water Best Management Practices (BMP) installed on site must be prepared. For each permanent BMP, the following information must be submitted: name of the BMP (i.e. Permanent Wet Pond 1; Hydrodynamic Separator 1; Oil Water Separator 1; Permanent Seeded Area, etc.), the site acreage treated by the BMP, the name of the waterbody receiving runoff treated by the BMP, and the 8-digit Hydrologic Unit Code (HUC) of the receiving waterbody receiving runoff treated by the BMP. The 8-digit HUC will be provided by the Owner to the Contractor.

One NOT shall be forwarded to the City of Norfolk Storm Water Program Administrator. The other NOT shall be included in the final pay request submitted to the Owner. The Owner Project Inspector will forward a Notice of Termination to the Virginia Department of Conservation and Recreation when, in the sole judgment of the Owner Project Inspector, the site has achieved final stabilization as defined in the Virginia Erosion and Sediment Control Law and Regulations and this Permit.

Termination of coverage becomes effective at midnight on the date the Notice of Termination is submitted to the VDCR.

**General Permit Notice of Termination -
Construction Activity Stormwater Discharges (VAR10)**

(Please Type or Print All Information)

1. Construction Activity Operator:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

2. Name and Location of Construction Activity (As listed on registration statement):

Name: _____

Address: _____

City, Town or County: _____ State: _____ Zip: _____

If street address unavailable: Latitude _____ Longitude _____

3. Stormwater General Permit Number: _____

4. The Reason for Terminating Coverage Under the General Permit (The construction activity operator may only submit a Notice of Termination after one or more of the conditions below have been met):

- ☐ **Necessary post-construction control measures included in the SWPPP for the site are in place and functioning effectively and final stabilization has been achieved on all portions of the site for which the operator is responsible;**
- ☐ **Another operator has assumed control over all areas of the site that have not been finally stabilized and obtained coverage for the ongoing discharge;**
- ☐ **Coverage under an alternative VPDES or State permit has been obtained; or**
- ☐ **For residential construction only, temporary stabilization has been completed and the residence has been transferred to the homeowner.**

The Notice of Termination must be submitted within 30 days of one of the above conditions being met. Authorization to discharge terminates at midnight on the date that the Notice of Termination is submitted.

5. Permanent Control measures Installed: Attach a list of permanent control measures (both structural and non-structural) that will be installed at the construction site. For each BMP, include the following information: (a) Type of control measure installed and the date that it became functional as a permanent control measure; (b) Geographic location (county or city and Hydrologic Unit Code) (latitude and longitude may additionally be included if available); (c) Waterbody the control measures discharge into; and, (d) Number of acres that will be treated (to the nearest one-tenth of an acre). If no permanent control measures were installed please check this box ☐

6. Participation in a Regional Stormwater Management Plan: Where applicable, attach the following information related to participation in a regional stormwater management plan: (a) type of regional facility to which the site discharges; (b) geographic location of any regional facility to which the site discharges (county or city and Hydrologic Unit Code); (c) geographic location of the site (county or city and Hydrologic Unit Code) (latitude and longitude may additionally be included if available); and (d) number of acres treated by a regional facility.

7. Nutrient Offsets: Where applicable, attach the following information related to nutrient offsets that were acquired in accordance with §10.1-603.8:1 of the Code of Virginia: (a) name of the broker from which offsets were acquired; (b) geographic location (county or city and Hydrologic Unit Code) of the broker's offset generating facility; (c) number of nutrient offsets acquired (lbs. per acre per year); and (d) nutrient reductions achieved on site (lbs. per acre per year).

8. Certification:

"I certify under penalty of law that I have read and understand this notice of termination and that this document and all attachments were prepared in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations."

Print Name: _____ Title: _____

Signature: _____ Date: _____

(Please sign in INK. The person signing this form must be associated with the operator identified in Item #1 above.)

Mail to: Department of Conservation and Recreation
Stormwater Permitting
203 Governor Street, Suite 206
Richmond, VA 23219

INSTRUCTIONS for FORM DCR 199-147

General Permit Notice of Termination - Construction Activity Stormwater Discharges

General

A General Permit Notice of Termination must be submitted when an operator no longer wishes to be covered under the General Permit for Stormwater Discharges from Construction Activities.

Mail to: Department of Conservation and Recreation
Stormwater Permitting
203 Governor Street, Suite 206
Richmond, VA 23219

Section 1 Activity Operator Information

Give the legal name of the person, firm, public organization, or any other entity that was issued the general permit for the site described in this Notice of Termination. Do not use a colloquial name. Enter the complete address and phone number of the operator.

Section 2 Activity Location Information

Enter the activity's official name and complete street address, including city, state and ZIP code. If the activity or site lacks a street address, indicate the latitude and longitude to the nearest 15 seconds of the approximate center of the site.

Section 3 Permit Information

Enter the existing Stormwater General Permit number assigned to the activity or site identified in Section 1 that the operator wishes to be terminated.

Section 4 Reason for Termination

Check the appropriate statement indicating the reason for submitting this Notice of Termination. The Notice of Termination may only be submitted after one or more of the following conditions have been met:

1. Necessary post-construction control measures included in the SWPPP for the site are in place and functioning and final stabilization has been achieved on all portions of the site for which the operator is responsible;
2. Another operator has assumed control over all areas of the site that have not been finally stabilized;
3. Coverage under an alternative VPDES or State permit has been obtained; or
4. For residential construction only, temporary stabilization has been completed and the residence has been transferred to the homeowner.

The Notice of Termination must be submitted within 30 days of one of the above conditions being met. Authorization to discharge terminates at midnight on the date that the Notice of Termination is submitted.

Section 5 Permanent Control Measures Installed

Attach a list of the permanent control measures (both structural and non-structural) that will be installed at the construction site. For each control measure, include the following information:

- (a) Type of control measure installed
- (b) Geographic location (county or city and Hydrologic Unit Code)

(c) Waterbody the control measure discharge into

(d) Number of acres that will be treated (to the nearest one-tenth of an acre)

Check the box if no permanent control measures were installed.

Section 6 Participation in a Regional Stormwater Management Plan

Where applicable, attach the following information related to participation in a regional stormwater management plan: (a) type of regional facility to which the site discharges; (b) geographic location of any regional facility to which the site discharges (county or city and Hydrologic Unit Code); (c) geographic location of the site (county or city and Hydrologic Unit Code) (latitude and longitude may additionally be included if available); and (d) number of acres treated by a regional facility.

Section 7 Nutrient Offsets

Where applicable, attach the following information related to nutrient offsets that were acquired in accordance with §10.1-603.8:1 of the Code of Virginia: (a) name of the broker from which offsets were acquired; (b) geographic location (county or city and Hydrologic Unit Code) of the broker's offset generating facility; (c) number of nutrient offsets acquired (lbs. per acre per year); and (d) nutrient reductions achieved on site (lbs. per acre per year).

Section 8 Certification

State statutes provide for severe penalties for submitting false information on this Notice of Termination.

State regulations require this Notice of Termination to be signed as follows:

For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (1) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (2) the manager of one or more manufacturing, production, or operating facilities provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, state, Federal, or other public facility: by either a principal executive officer or ranking elected official.

The Department of Conservation and Recreation reserves the right to request additional information not directly addressed by the registration statement if, in its discretion, a facility or operation poses a potential impact on water quality.

APPENDIX E

RECORD OF STABILIZATION AND CONSTRUCTION ACTIVITY DATES

SITE STABILIZATION and CONSTRUCTION ACTIVITY DATES

A record of dates when land disturbing activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated shall be maintained by the Contractor until final site stabilization is achieved and the Notice of Termination is filed. The dates can be entered in the following form, or on a different form. A differing form must be approved in writing by the Owner, prior to use.

LAND DISTURBING ACTIVITIES

Description of Activity:_____

Begin (date):_____ Site Contractor:_____

Location:_____

End (date):_____

Description of Activity:_____

Begin (date):_____ Site Contractor:_____

Location:_____

End (date):_____

Description of Activity:_____

Begin (date):_____ Site Contractor:_____

Location:_____

End (date):_____

Land Disturbing Activities contd.

Description of Activity: _____

Begin (date): _____ Site Contractor: _____

Location: _____

End (date): _____

Description of Activity: _____

Begin (date): _____ Site Contractor: _____

Location: _____

End (date): _____

Description of Activity: _____

Begin (date): _____ Site Contractor: _____

Location: _____

End (date): _____

Description of Activity: _____

Begin (date): _____ Site Contractor: _____

Location: _____

End (date): _____

APPENDIX F

SELECTED APPROVED EROSION AND SEDIMENT CONTROL SITE PLAN SHEETS

Note:

The Erosion and Sediment Control Site Plan Sheets are included with the overall Site Plan.

A Full set of Plans is to accompany the SWPPP.

APPENDIX G

SWPPP CONSTRUCTION SITE NOTICE AND SITE SPECIFIC VSMP PERMIT AUTHORIZATION FROM THE VIRGINIA DCR

The SWPPP Construction Site Notice must be completed and be made weather proof by lamination or other means by the Contractor and prominently posted by the Contractor in a manner so as to be readable from a public right-of-way at the job site. The size of the SWPPP Construction Site Notice shall not be less than 8.5" x 11".

The project-specific VSMP Permit Authorization for the construction site shall be made weather-proof by lamination or other means by the Contractor and prominently posted by the Contractor with the SWPPP Construction Site Notice.

**SWPPP CONSTRUCTION SITE NOTICE
FOR THE
VSMP GENERAL PERMIT**

City Project Name and Number:	
City Project Inspector Contact Information:	<div><div>_____</div><div>Name</div></div> <div><div>_____</div><div>Office Phone Number</div></div> <div><div>_____</div><div>Cell Phone Number</div></div>
Contractor Name & Number: (both Site Superintendents)	<div><div>_____</div><div>Name</div></div> <div><div>_____</div><div>Phone Number</div></div>
Project Description:	

APPENDIX H

BLANK SPILL REPORT FORM

Spill Report Forms shall be completed for ALL spills of petroleum, oils, lubricants or other chemicals to soil or water during the duration of the project. Completed spill reports shall be maintained in the SWPPP.

Spill Report Form

Spill Reported by: _____

Date/Time Spill: _____ Date/Time Spill PW Engineering: _____

Describe spill location and events leading to spill: _____

Material spilled: _____

Source of spill: _____

Amount spilled (gallons): _____ Amount spilled to drain/waterway: _____

Containment or clean up action: _____

Approximate depth of soil excavation: _____

List Injuries or Personal Contamination: _____

Action to be taken to prevent future spills: _____

Modifications to the SWPPP, including required sampling, necessary due to this spill: _____

Agencies notified of the spill: _____

If required, date letter sent to notified agencies: _____

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

SWPPP Program Administrator

Date